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Current Topics.

The late Mr. Justice Avory: Tributes of Bench and Bar.

LORD HAILSHAM, after he had been sworn as Lord Chancellor before the Master of the Rolls in the Court of Appeal on Tuesday, made reference to the grievous loss suffered by the whole profession of the law since the courts had last sat by the death of Mr. Justice AVORY. The Lord Chancellor said that it was the wish of all of them to take that opportunity of paying some tribute to his memory and of giving public expression to their personal sorrow. As President of the Division which the late judge had so long adorned, the Lord Chief Justice would say in a few sentences something of that which was in the heart of each one of them. "This term and many terms to come," LORD HEWART said, "are darkened for all of us by the shadow of an irreparable and indescribable loss. It would be an impertinence to praise Mr. Justice AVORY or to attempt an inventory of his shining attributes. Happily, after his thirty-five years at the Bar and his twenty-five years on the Bench, he was still young when he died, young in everything but the mere passing of the days. Great as a lawyer, an advocate, a judge, and a human being, he dedicated and re-dedicated himself to the service of his fellow men." The Lord Chief Justice went on to refer to the late judge's sincerity, courage and unselfishness. "When we think of his diligence and self-control, his force of character, and his temper of greatness, his complete devotion to the ideas of justice and truth, we have a mournful feeling that there is no one in all respects able to take his place." The Master of the Rolls associated himself with the words of the Lord Chancellor and the Lord Chief Justice as one who in his earliest days at the Bar could remember Mr. Justice AVORY. That memory, LORD HANWORTH said, took him back to the old days when they both attended the Surrey Sessions at Newington and when Mr. Justice AVORY was known to them all affectionately as "young Avory." Sir THOMAS INSKIP, K.C., the Attorney-General, on behalf of the Bar, thanked their lordships for the tributes which had been paid "to the memory of a great judge," and said that it would be assumption on his part to try to add anything to them. "I wish, however, to say," he went on, "on behalf of all those who have practised before Mr. Justice AVORY, that his long life both at the Bar and on the Bench will long be remembered and honoured, not indeed as a rare, but certainly as a noble, example of high judicial public service." Tributes to the memory of the late judge were also paid at the London Sessions by Sir PERCIVAL CLARKE, chairman, who said that the Bench had lost one of its greatest ornaments, the Bar one of its truest friends, and the whole profession one of those who, so far as the public were concerned, made for them a name which was respected and revered. Mr. J. F. EASTWOOD, senior member of the Bar present, associated himself on behalf of counsel with the chairman's statements.

The Master of the Rolls as Lecturer.

THE announcement that LORD HANWORTH, the Master of the Rolls, has been appointed Creighton Lecturer to the University of London for the year 1935-36, is of interest to all members of the profession, besides being a marked tribute paid by the University to the untiring zeal shown by the learned judge for the preservation of our old records, so many of which are the best evidence we possess of customs and usages that have played their part in our legal and social system, but have now in great part become obsolete. Few of those who have preceded him in his high judicial office have justified, as he has conspicuously done, the title he bears—the custodian of the great collection of rolls and other national documents housed in the Record Office in Chancery-lane. Like other members of his family, LORD HANWORTH has inherited both legal and literary tastes. Was it not he who once wittily said, that if he was not born in the purple he could at least claim to have been nurtured in the law calf? His literary aptitudes found expression a few years ago in an admirable biography of his distinguished grandfather, Chief Baron POLLOCK. The lectureship, to which he has now been appointed, was founded in memory of that great churchman and historian, The Right Reverend MANDELL CREIGHTON, the Bishop of London, and is tenable for one year.

Trinity Law Sittings.

THE lists for the present term, which began on Tuesday, show a slight increase in the number of cases compared with those of the previous year. There are in all 2,305 causes, as against 2,303. The Chancery lists show a decrease from 270 to 145 causes. The Witness List, Part I, which contains thirty-four actions, is being taken by EVE and FARWELL, JJ. EVE, J., has also three cases from the Witness List, Part II, and one case from Part I, while FARWELL, J., has one case from the Witness List, Part II, and three retained adjourned summonses. The Witness List, Part II, which contains forty-four actions, is being taken by LUXMOORE and BENNETT, JJ. LUXMOORE, J., has also one further consideration, one case from the Witness List, Part I, one from the Non-Witness List and two assigned matters, while BENNETT, J., has one retained matter. CLAUSON and CROSSMAN, JJ., are taking the adjourned summonses and the Non-Witness List, numbering forty-two matters, while CLAUSON, J., has also two cases from the Witness List, Part I, one adjourned summons, one short cause, and one procedure summons; CROSSMAN, J., having one case from the Witness List, Part I, two assigned matters, one procedure summons, and one retained matter. There is one motion in bankruptcy and there are 108 company matters which will be taken by EVE, J. Twenty-six appeals from the Chancery Division have been set down for hearing. The King's Bench Lists show eighty-four special jury, thirty-five common jury and 250 non-jury actions, while there are 194 causes in the New Procedure List, twenty-five in the Commercial List and four under Ord. XIV. The numbers in

the Crown Paper, Civil Paper and Revenue Paper are respectively fifty-five, eight and nineteen. There are three cases in the Special Paper and seven appeals under the Housing Acts. Ninety-four cases are set down for hearing by the Divisional Court. The fifty-five appeals from the King's Bench Division include thirteen in the Revenue Paper. While this Division of the High Court shows a decrease of 307 in the number of causes, the Probate, Divorce and Admiralty Division shows an increase of 477, the present figure being 1,365. There are four appeals from this Division, six appeals from the County Palatine Court of Lancaster and forty-one from the county courts, the last including twelve workmen's compensation cases. The total number of appeals this term is 136, which shows a substantial increase on last year's figure of 107. When the Judicial Committee of the Privy Council resumed its sittings on Tuesday, there were eleven judgments awaiting delivery and 33 appeals to be heard. Nineteen of these were from India, eight from Canada, three from Australia, and one each from West Africa, British Honduras and Hong-kong.

Road Safety.

A NUMBER of important points bearing on the question of road safety emerge from the statement made by the Minister of Transport in the House of Commons recently, and from the ensuing discussion, when the House went into Committee on a vote for £39,098 to complete the sum required by the Ministry. With regard to the success of existing methods Mr. HORE BELISHA pointed to the greater reduction in the number of fatalities and injuries in London, where 10,000 pedestrian crossings have been installed, than in the provinces. In the last eleven weeks of the present year, as compared with the same period last year, the reduction in the number of persons killed has been 31 per cent. in London and 16 per cent. in the country as a whole. The corresponding figures relating to the injured are 16 and 11½ per cent. The Minister's offer in regard to the costs involved, within a time limit, which led to so lavish a provision of crossings in the Metropolitan boroughs, is to be extended to the provinces. Comparison of City, Metropolitan and borough police areas on the one hand, with country police districts on the other, showed, since the introduction of the 30 miles an hour speed limit, a greater fall in the number of casualties in the former (14½ per cent., against 8 per cent.), and this, it was claimed, might be regarded as a rough indication of the success of the imposition of a limit in built-up areas. Mr. HORE BELISHA rightly drew attention to the high proportion of children among those killed on the roads (it amounted to one-third in 1933), made reference to the two committees which are considering the matter, and mentioned the proposed conversion, as an experiment, of certain streets in Southwark and Paddington, into play streets for children. The plan seemed to commend itself to the House. Whether it will be as popular with the inhabitants of those districts seems doubtful. The introduction of the trolley-bus as a substitute for the tram-car was exhibited as another method making for increased safety. The progress of the five-year road plan, on the basis of which highway authorities have been invited to send in proposals, was indicated by the fact that since the beginning of the financial year the grants already approved amount to £2,500,000 for major improvements, compared with £600,000 during the same period last year. Within the period named the Ministry hopes to eliminate all weak bridges which are in the possession of railway and other statutory owners and most seriously affect the flow of traffic. The elimination of level crossings—of which there are nearly 1,400 on classified roads—is also desired and encouraged by a grant of three-quarters of the cost.

Tests.

IN the course of his statement, the Minister of Transport referred to the imposition of a driving test, and pointed to the fact that nearly 10 per cent. of those presenting themselves fail to satisfy the examiners as illustrative of the needless risks taken previously in allowing anyone to drive a powerful machine on a payment of 5s. The Minister indicated that a means of subjecting private vehicles to regular inspection for brake and tyre defects had not yet been found. That was for the future. Brake tests were advocated by one party to the discussion, and it was indicated that the Minister agreed that a system by which all private vehicles on the road were examined for inefficiency—as service vehicles and goods vehicles are—would make for road safety. This was, however, a subject which would require a good deal of thought before the Ministry could ask the House for legislative approval of any scheme. During the discussion it was urged that the classification of roads was not proceeding quickly enough, and financial support should be forthcoming for the unclassified roads which were failing to stand up to the heavy traffic passing over them and were getting worse. Another speaker drew attention to the fact that something like 90 per cent. of the prosecutions for dangerous or careless driving under the Road Traffic Act, 1930, are instituted after an accident has taken place, and he advocated the watching by the police of dangerous corners and cross-roads where accidents happen. If prosecutions took place before accidents, the careless or dangerous driver would, it was suggested, very soon learn his lesson. The same speaker suggested that it was very difficult for the motorist to get a fair trial in some petty sessional courts where the magistrates lacked motoring experience. Stipendiary magistrates equipped with learning and knowledge ought to try motor-car cases. Several speakers expressed objection to the raiding of the Road Fund, but it was pointed out that the fact that a surplus in that fund was taken by the Chancellor of the Exchequer would not make any difference to the amount of money which could be profitably spent by the Ministry on works of major importance.

Drunken Motorists.

AT a time when heavy penalties are being inflicted—and, it will be generally agreed, rightly inflicted—upon those found drunk, or in the earlier stages of drunkenness, in charge of a motor vehicle, the importance of the ability to distinguish between the effects produced by unreasonable alcoholic indulgence and by other disorders is more than ever apparent. In this connection a pamphlet just issued by the True Temperance Scientific Committee is of unusual interest, while its significance for members of the legal profession lies also in the criticism directed to what is alleged to be the unfairness of the tests commonly applied in such cases. The pamphlet, which is signed by Sir JAMES CRICHTON-BROWN, LORD HORDER, Dr. ROBERT HUTCHISON, Mr. H. WANSEY BAYLY, Dr. D. F. FRASER-HARRIS and Dr. W. H. B. STODDART, urges that it is all very well to test an elocutionist, a schoolmaster or a member of a learned profession with what are described as tongue-twisters (such as "the Leith police dismisseth us"), but to expect perfection with such phrases in a chauffeur, a labouring man or even an average member of society at a time of emotional shock is manifestly unfair. It is emphasised that indistinctness of articulation, if it is to be of diagnostic significance, should be present when the individual is using words of his own vocabulary. Again, the smell of alcohol in the breath, while suggestive, is regarded as by itself of no value for establishing a diagnosis of drunkenness. It is considered that a correct conclusion can only be arrived at as a result of several tests or observations associated with the functions of different regions of the central nervous system. Drunkenness is not, it is urged, like theft or assault, an act but a varying condition of the nervous system, and a number of organic nervous diseases may give rise to symptoms resembling those of alcoholic intoxication. The interest and value of the foregoing pamphlet are unquestionable, as is also the desirability of the prosecution fully discharging the onus which lies upon it in such cases. But there is, perhaps, some danger

of over-refinement. The majority of cases appear to require merely the application of a robust common-sense.

The Home Office and the Sale of Poisons.

NOTICE that the Home Secretary proposes to make certain rules in relation to the Pharmacy and Poisons Act, 1933, and to confirm the Poison List which, prepared and submitted for his approval by the Poisons Board, sets out the substances to be treated as poison under the Act, was issued on Tuesday. It is intended that the rules, which are to be made after the expiration of 40 days from the date of the aforesaid notice, shall come into force on 1st May, 1936. The consequential changes in the law have been recently outlined by the Secretary and Registrar of the Pharmaceutical Society of Great Britain, Mr. H. N. LINSTEAD, whose words were repeated in *The Times* of 19th June. The new rules are, it was explained, broadly a notification of existing legislation, but they extend its provisions over a wider field and in greater detail. Special rules are proposed for the supply and storage of poisons in hospitals in which, the Poisons Board report, serious accidents have occurred from time to time through laxity of supervision and insufficient care. A useful feature is the proposed adoption of a special easily-recognisable bottle for all liquid poisons. When the rules come into operation the buyer of any of the more potent poisons will have, even when purchasing from the trade, either to be known to the seller or to send a certificate from a householder known to the seller. If the latter does not know the householder the certificate will have to be endorsed by the police. The purchase of a poison through a wholesaler by sending an order in the name of a fictitious retailer will thus be prevented. Restriction of the supply to the public of certain poisons to a medical prescription is also contemplated. Mr. LINSTEAD also pointed out that the old system whereby the Council of the Pharmaceutical Society had to decide what were and what were not poisons and what rules should be made for the selling of poisonous substances is to be supplanted by the machinery of the Poisons Board and the Home Secretary. Chemists' shops are to be subject to pharmacist inspectors appointed by the Pharmaceutical Society and the shops of unqualified sellers of poisons by the inspectors of local authorities. In view of the existence of adequate substitutes the Board has urged that some poisons should be sold exclusively by chemists or confined to medical uses. The Board is alive to the limit of protection which can be afforded by legislative measures and recognises that nothing that the authorities can do will prevent accidents which occur from time to time from the negligence of individuals. The point of greatest danger to the public is stated to be in their houses, where the only protection from the risk of accidents with poisons is the exercise of intelligence by the persons concerned.

A Copyright Anomaly

The Times of 1st June states that on the previous day the President of the Board of Trade received deputations from the Incorporated Society of Authors, Playwrights and Composers, the Publishers' Association of Great Britain and Ireland, and the British Federation of Master Printers, which referred to the requirement that in order to obtain copyright in the United States, books in England must be printed and bound there, and urged that the British Government should take all possible steps to secure the removal of this requirement and the adhesion of the United States to the Berne Copyright Convention. These representations were promised the fullest consideration by the government, whose view, it was intimated, is in full accord with that of the deputation that the copyright relations between the two countries should be placed on a more equitable basis.

Law Reform Bill: Change of Title.

WHEN the House of Lords went into Committee last Monday to consider the Law Reform (Miscellaneous Provisions) Bill—which, as our readers will remember, puts into effect the various changes in the law regarding the property and torts of married women recommended by the Law Revision Committee—an amendment was moved by the Master of the Rolls and accepted on behalf of the Government by the Lord Chancellor that the title be changed from that of Law Reform (Miscellaneous Provisions) Bill to Law Reform (Married Women and Tortfeasors) Bill, which more accurately indicates its contents. LORD HAILSHAM said it was appropriate that LORD HANWORTH, who was the real parent of the Bill, should have the privilege of giving it its name. The Bill was thereupon reported to the House. It passed the Report stage with some drafting government amendments on Wednesday.

Recent Decisions.

IN *Lord Chesham* v. *Chesham Urban District Council* (p. 453 of this issue) EVE, J., granted an injunction and ordered an inquiry as to damages in respect of actionable pollution of a river by discharge thereinto of an effluent insufficiently purified from the defendants' sewage farm. The plaintiffs were respectively tenant for life of land on both sides of the river, and tenant under a lease from the former of a house on the banks of the river. His lordship held that the reversion was affected and refused to accede to an argument to the effect that the drought in 1933 and 1934 amounted to an act of God and produced a state of affairs for which the defendants could not be held responsible.

The well-known cases of *Attorney-General* v. *Conservators of the River Thames* (1 H. and M. 1) and *Lyon* v. *Wardens of the Fishmongers Co.* (1 A.C. 662) were cited by PORTER, J., and held to regulate the legal portion in *Fresh Wharf, Ltd., and Another* v. *Nicholson's Wharves, Ltd.* (*The Times*, 8th June), where it was held on the facts that boats of the second plaintiffs could use and be brought into the first plaintiffs' wharves in safety without causing a nuisance either to the public or to the defendants individually.

In *Siveyer* v. *Allison* (*The Times*, 8th June) it was held that claims based on a breach of promise to marry and on deceit failed, both being statute barred. The defendant who was married told the plaintiff that, if she would continue the condition of intimacy, he would obtain a decree of nullity against his wife and marry the plaintiff. Apart from the Statute of Limitations, GREAVES-LORD, J., held that the position was covered by *Wilson* v. *Carnley* [1908] 1 K. B. 729, where it was held that a promise made by a married man to one who knew of the marriage was not enforceable. The position was not altered by the fact that a decree of nullity, if obtained, would have declared the marriage null and void *ab initio*.

Law Society's Report and Meeting.

THE general meeting of the members of The Law Society will be held on Friday, 5th July, when the annual report of the Council will be presented. It is proposed to give a more detailed survey of the contents of the latter in our next issue. Brief mention may, however, be made here of some of the points covered. These include training for and entrance to the profession, in connection with which a Bill has been prepared to give legislative sanction to proposals contained in resolutions set out in the last annual report, the appointment of additional Lords Justices of Appeal to cope with work formerly dealt with by the Divisional Court, the institution of a system of shorthand writers to the Courts, and the activities of the County Court Rules Committee, including proposals to give solicitors the option of serving ordinary county court summonses themselves to obviate delay in service by a county court bailiff and to extend the principle of Ord. XXII, r. 6, of the Rules of the Supreme Court where money is paid into court. Other parts of the report relate to the elimination from the prospectuses and other literature of building societies of any reference to purchasing costs or conveyancing charges, to a proposed statutory protection of the words "Savings Bank" and to the defence of poor persons.

Motor Car Insurance.

AN IMPORTANT DECISION.

As recently as 1915 Lord Haldane said, in *Dunlop Tyre Co.* v. *Selfridge & Co.* [1915] A.C. 847, 853—

> "My Lords, in the law of England certain principles are fundamental. One is that only a person who is a party to a contract can sue on it. Our law knows nothing of a *jus quæsitum tertio* arising by way of contract. Such a right may be conferred by way of property, as, for example, under a trust, but it cannot be conferred on a stranger to a contract as a right to enforce the contract *in personam*."

Such was, indeed, the law until the passing of the Road Traffic Act, 1930. That Act purported to make a number of important changes, particularly by s. 36 (4), which is in the following terms :—

> "Notwithstanding anything in any enactment, a person issuing a policy of insurance under this section shall be liable to indemnify the persons or classes of persons specified in the policy in respect of any liability which the policy purports to cover in the case of those persons or classes of persons."

In *Tattersall* v. *Drysdale* (1935), 79 Sol. J. 418, Goddard, J., who has given a number of judgments on this new and important branch of the law, had to construe the sub-section. He approached its construction, as he said, with some diffidence, being mindful that Scrutton, L.J., said of it, in *Jones* v. *Birch Bros. Ltd.* [1933] 2 K.B. 597, 608 : "I have read that section several times without understanding what it means." The facts found by Goddard, J., in the case before him were that the plaintiff had insured himself against third-party risks in respect of a Morris car, in 1931. He changed his car from time to time, the changes being duly indorsed, and in 1932 the insurance was enlarged by indorsement so as to give full cover. The plaintiff being minded to change his last car, a Standard, in August, 1934, he made arrangements with certain motor car dealers, who agreed to lend him a Riley car until they could deliver him his new car. The Riley car was the property of a director of these dealers and was insured by him under a Lloyd's Eclipse policy, of which the defendant was one of the underwriters. When the Riley car was delivered to the plaintiff the defendants, in consultation with the dealers' salesman, came to the conclusion that he would be insured under his own policy when driving the Riley car. The owner of the Riley car thought, on the other hand, that his policy would have to bear any loss if there was an accident and requested the plaintiff to arrange for the Riley car to be insured in his own name. This the plaintiff willingly did, but before his insurers had received enough information to substitute the Riley car for the Standard car in the plaintiff's policy, the plaintiff was involved in a serious accident and had to pay £2,150 damages. The question now arose as to which body of insurers should bear the loss.

Both policies contained the usual provision that the insurance was extended to indemnify a person driving the insured car with the assured's permission. The wording of the two clauses was the same in substance, though not identical in form, and each provided that this indemnity did not extend to a person entitled to indemnity under another policy. The plaintiff contended that his own policy had ceased to be in force, and that he was entitled to indemnity under the director's policy; the defendant contended that s. 36 (4) gave the plaintiff no cause of action against him, that the plaintiff was not driving the Riley car with the director's permission and that the plaintiff's policy was still in force.

The suggestion that the director's permission had not been given did not commend itself to Goddard, J., who then passed to the question of the continuance of the plaintiff's policy. The learned judge was of opinion that the policy was one in respect of a particular car, namely, the Standard. The premium was calculated on a particular value and horse-power, and there was a provision for cover while using another car, but only if such use was temporary. The policy contained express provisions as to what was to happen when the plaintiff parted with the car, and it is further to be observed that each time the plaintiff changed his car he had particulars of this change indorsed on the policy. Goddard, J., took the view that to hold that any car was included was to postulate two insurances, one in respect of the scheduled car and one in respect of any car which the plaintiff might at the time be driving. Such an insurance as the latter can, undoubtedly, be obtained, but it appeared to Goddard, J., that this was, as it was expressed to be, an extension of an insurance on a particular car. He therefore held that the plaintiff was, at the time of the accident, driving the Riley car with its owner's permission and was not entitled to indemnity under any other policy. This conclusion avoids a position which otherwise appeared at first sight to be one similar to that dealt with in the conflicting cases of *Gale* v. *Motor Union and Loyst* v. *General Accident* [1928] 1 K.B. 359, and *Weddell* v. *Road Transport* [1932] 2 K.B. 563. Goddard, J., was invited to distinguish the case before him from *Rogerson* v. *Scottish Automobile*, 47 T.L.R. 46, affirmed in the House of Lords, 48 T.L.R. 17, but held that his decision was governed by that case and accordingly followed it. The matter is there put succinctly by Greer, L.J., as quoted by Lord Russell of Killowen, 48 T.L.R., at p. 18.

The learned judge then turned to the construction of the sub-section,upon which depended the plaintiff's right to recover against the defendant. The opening words "notwithstanding any enactment" have been held to be aimed at s. 17 of the Life Insurance Act, 1774, which enacted that no one could enforce a policy of insurance (save on goods or merchandise) unless he had an insurable interest in the subject-matter and unless his name appeared in the policy. This was decided in *Freshwater* v. *Western Australian* [1933] 1 K.B. 515, and *McCormick & Auty* v. *National*, 49 Ll.L.R., 361, 50 T.L.R. 528. It was decided by Roche, J., in *Williams* v. *Baltic* [1924] 2 K.B. 282, that this Act did not apply to an insurance on a car with, in addition, an insurance against third party risks, since it was an insurance on goods. An insurance against third party risks only would still appear to be within the Act of 1774, as not being on goods. The words of the 1930 Act seem to have been inserted, as Goddard, J., pointed out, to preserve the decision on this point in *Williams* v. *Baltic*, *supra*, and to guard against the chance of a higher court taking a different view. This view was taken by Scrutton, Greer and Slesser, L.JJ., in *McCormick's Case* 49 Ll.L.R., at pp. 366, 369 and 372 (the report in the Times Law Reports being inadequate). The passage from Greer, L.J.'s judgment was relied on by Goddard, J., though it was partly *obiter*, and is as follows :—

> "I think it is quite clear that the section was intended to meet the difficulty that was patent ; first, that nobody who was not a party to a contract could bring an action on the contract ; and, secondly, by reason of the statutory and well-known law that a person who has no interest in the subject-matter of an insurance cannot claim the benefit of that insurance."

It is to be observed that the learned Lord Justice expressed the view that the section was "intended" to meet the difficulty. In "Shawcross on Motor Insurance" (*passim*), the whole of the questions arising in this case are fully discussed and the learned author takes the view (at p. 213), which he supports with a body of argument and authority, that the section does not in fact meet the difficulty to the extent of creating privity of contract. It undoubtedly requires strong words to create an exception to so well established a rule of law, but it seems, with respect, doubtful whether Greer, L.J., meant to convey by the use of the word "intended" that he thought that the section had failed in its purpose, and Goddard, J., certainly did not so interpret his words.

The case of *Vanderpitte* v. *Preferred Accident* [1933] A.C. 70 (P.C.) was referred to. That decision was largely concerned with the language of a Canadian Statute, but the clause in the policy there construed was in very similar language to those in the present case. It was there held that the clause conferred no rights on the driver of the assured's car with his consent unless (as was there held not to be the case) the assured intended to create a trust in favour of the driver. This intention, moreover, must be affirmatively proved, and not merely inferred from the general language of the policy. The decision was not, of course, binding on Goddard, J., but received his careful consideration, particularly as it throws doubts on *Williams* v. *Baltic*, *supra*. He took the view, however, that s. 36 (4) of the Road Traffic Act, 1930, was not only intended to change the law, but had done so, and meant that the insurers must indemnify all whom they undertake to indemnify. It is to be observed, moreover, that the words of the Canadian Statute are very different from those of s. 36 (4). They are more like those of s. 10 (1) of the Road Traffic Act, 1934. Goddard, J., therefore followed the view of Greer, L.J., which, it is submitted, is indicated by the passage quoted above from his judgment in *McCormick's Case*, *supra*.

This view was strengthened, as the learned judge pointed out, when he remembered the policy and intention of the Act, which was to have every driver insured against third party risks. Clauses of this type have been common for many years, and there is certainly no reason to suppose that the framers of the Act were unaware of their existence. He was unable to believe that the insurers thought the sub-section placed them under no legal liability to indemnify persons such as the plaintiff. What the insurers thought or intended did not, of course, affect the meaning of the Act, but it did assist the learned judge in reaching what seems, with respect, clearly a right decision.

Appeal from Decision in New Procedure Summons.

By Ord. 38A, r. 8 (5)—

"There shall be no appeal from a decision of the Judge under this Rule without the leave of the Judge or of the Court of Appeal."

On a New Procedure summons not only can the judge exercise the powers specified in r. 8 (2) and (3), but by r. 8 (4) he has, in addition—

"all the powers which a Court or Judge has in respect of an action in the ordinary list."

One of these powers is to send the case to an official referee under the Supreme Court of Judicature (Consolidation) Act, 1925, 8 & 9, if the parties consent, or if the case requires a prolonged examination of documents or local investigation, or if the question in dispute consists of matters of account.

It has been held, however, in *Mayhead* v. *Hydraulic Hoist Company Limited* [1931] 2 K.B. 424, that a judge in charge of the jury list has power to alter an order made under Ord. xxxvi, r. 1, for that of a case with a jury and may order the case to be tried by a judge alone if in his opinion the case requires scientific investigation which cannot conveniently be made with a jury. He may make this order at his own instance, after hearing the parties, but without any summons or notice under r. 1, and without the application or assent of either of the parties.

In this case, before pleadings, the Master made an order for trial with a common jury, but after pleadings the defendants obtained a special jury by order. Horridge, J., in whose charge was the special jury list, on looking through the pleadings, thought that because of the allegations of mechanical defects, it was a case for an official referee. Without any application by the parties he informed them of his view. Neither party desired it, but the judge, on his own motion, transferred the case to the non-jury list. It was held that he had this jurisdiction.

It will be observed that both parties had an opportunity of placing their views before the learned judge. Greer, L.J., said (at p. 435):—

". . . . it seems to me he has power under this rule, after giving the two parties an opportunity of saying what they desire to say on the question, to make an order for trial by a judge alone if the case is one within the provisions of r. 5."

In an application for leave to appeal made to the Court of Appeal on 25th March, from an order directing that a New Procedure case be tried by an official referee, it was submitted that the order had been made by Horridge, J., without counsel for the plaintiff having been afforded an opportunity of submitting that the particular case was not one for an official referee, but was a case which involved a legal issue, being the construction of a contract, proper to be tried by a judge: *Singer* v. *Badams* (1932), *Limited*.

It was submitted that even though a judge had power, of his own motion, and without the application or consent of either of the parties, to transfer a case to an official referee, counsel were entitled to be heard on the question before the order was made. All the judgments in the Court of Appeal in *Mayhead's Case*, *supra*, referred to counsel being heard. Scrutton, L.J., states the contentions made by the counsel of the parties (at p. 428), and Slesser, L.J., said (at p. 441):—

"The learned judge had given warning on the day before that he was about to consider the matter and had both counsel before him and heard them before he made his order."

Leave to appeal was granted.

Police and Public Meetings on Private Premises.

In a "Current Topic" on this subject which appeared in our issue of 22nd September, 1934 (78 Sol. J. 650), it was stated that authoritative illumination as to the right of the public to be present at public meetings on private premises might be forthcoming in the future. The Divisional Court has now considered the question as to the right of the police to be present at public meetings on private premises (*Thomas* v. *Sawkins*, *The Times*, 31st May), and has decided that police officers cannot be ejected from such meetings if they have reasonable grounds for believing that an unlawful assembly, or riot, or breaches of the peace, might take place.

The proceedings were brought in respect of a technical assault alleged to have been committed on the appellant by a police officer at a public meeting held on private premises. The meeting was called to protest against the Incitement to Disaffection Bill, which was then before Parliament, and to call for the dismissal of the chief constable of the county. The appellant had called on a police officer to leave the meeting and had laid his hand on a superior officer of the respondent, and the respondent pushed the appellant's hand away. That was the technical assault complained of.

The Lord Chief Justice was disinclined to regard the entry of the police officers as a trespass, particularly in view of the fact that part of the business discussed was a proposal to demand the dismissal of the chief constable of the county. In any case, it was a good defence to an action of trespass that the act complained of was done by authority of law. His lordship thought that there was quite sufficient ground for saying, on the authorities, that where there were such reasonable grounds for apprehension as those which the justices found in the present case, it was part of the preventive power and duty of a constable to enter and remain at a public meeting. His

lordship was not at all prepared to accept that it was only where an offence was being, or had been, committed that the police were entitled to enter and remain on private premises, but it seemed to him that *ex virtute officii* a police constable had a right to enter such premises when he had ample grounds for believing that the commission of an offence was imminent.

There is some authority for this view. Blackstone in his "Commentaries," Bk. 1, p. 356, says: "The general duty of all constables, both high and petty, as well as of the other officers, is to keep the King's peace in their several districts; and to that purpose they are armed with very large powers of arresting, and imprisoning, and breaking open houses, and the like: of the extent of which powers, considering what manner of men are for the most part put into these offices, it is perhaps very well that they are generally kept in ignorance." Perhaps the last clause would not be considered applicable in these days.

In the Report of the Departmental Committee on the Duties of the Police with regard to the Preservation of Order at Public Meetings (1909), Cmd. 4673, 14th April, 1909, there appears the following statement: "In the case of highways and places to which the public have ordinary access, the police have large powers of dealing with disorder and obstruction; but in the case of meetings held on private premises, whether for public purposes or not, the police have no power to enter except by leave of the occupier of the premises, or promoters of the meeting, or when they have good reason to believe that a breach of the peace is being committed." *Thomas* v. *Sawkins*, *supra*, carries this a little further, and the words "or is imminent" should be added in order to complete the statement.

It is for the magistrates to decide on the facts in such cases whether the police reasonably believed an offence to be imminent. In a country in which free speech is still prized, it will obviously not be sufficient evidence of this that the conveners of the meeting belong to a particular political party. But wherever there is some evidence to support such a finding of fact, it will always be difficult to disturb it.

Company Law and Practice.

Restrictions on Extension of Objects.

THE recent case of *In re Bolsom Brothers* (1928), *Limited*, 1935, 1 Ch. 413, illustrates some of the difficulties which may arise when it is sought to extend the objects of a company as set out in its memorandum of association in what appears to the court to be a somewhat too comprehensive manner, and illustrates further some of the practical considerations which will influence the court in exercising its discretion. The proposed extensions in this case were sought to be made under sub-paras. (a) and (d) of s. 5 (1) of the Companies Act, 1929, which respectively empower a company to alter the provisions of its memorandum with respect to its objects so far as may be required to enable it "to carry on its business more economically or more efficiently," or "to carry on some business which under existing circumstances may conveniently or advantageously be combined with the business of the company."

The company was incorporated in 1928 with the primary object of entering into and carrying into effect an agreement whereby the company was to acquire and take over as a going concern the undertaking of X company and the business of A and to carry on the business so to be acquired and develop the same and to carry on (*inter alia*) the business of manufacturers of and dealers in all kinds of boots, shoes, footwear and shoe machinery. X company's primary object was to carry on business as manufacturers and dealers in boots and shoes, and the business of A was that of a retail dealer in boots and shoes. So that the primary object of the company was the acquisition and carrying on of the business of manufacturers and dealers in boots and shoes.

The company in general meeting by special resolution approved unanimously the proposed extensions of the company's objects to include fifty-nine businesses of the most diverse kind, the fifty-ninth of which was: "Generally the business of a universal stores." Certain of these businesses (chiefly a furniture and upholstery business) were in fact being carried on already, but there was a doubt as to whether they were within the company's existing powers. The petition to confirm the alteration was opposed by certain preference shareholders, who in the court of first instance based their opposition on three main grounds: first, that the company had, strictly speaking, only power to carry on a boot and shoe business and certain other businesses which were not ancillary and were not, in fact, carried on; secondly, that although the company was also carrying on a furniture business there was no evidence that this was being done at a profit; and thirdly, that the company had lost money on its legitimate business and the court should not extend the objects so as to include almost any trade including that of a "universal stores," and in fact enable the company to embark on any kind of retail business which the directors might propose in future.

Eve, J., refused to make an order confirming the alterations. He examined the existing memorandum and indicated that, in his view, remembering that the company had been formed to take over a boot manufacturing business and a retail shop for the sale of boots and shoes, the existing paragraphs of the objects clause extended to every legitimate business which the company could desire to carry on for the advantage of its principal business. He pointed out the loss revealed by the balance sheet, and, after detailing the proposed new businesses, said: "In my opinion I should be disregarding the statutory protection which the creditors and shareholders are entitled to have extended to them by the court, in exercising the discretion vested in me were I to confirm these alterations. It is impossible to regard the financial position disclosed in the last balance sheet of the company as satisfactory, and I endorse the view put forward on behalf of the opposing shareholders that there is no evidence going to establish that matters will be any better with these extended objects. On the contrary, there is a risk that the company will get more and more involved in businesses altogether distinct from that for which it was incorporated. In the case to which I have already referred (*In re John Brown & Co., Ltd.*, 112 L.T. 232), Neville, J., was dealing with a company in a strong financial position with a very prosperous business . . . The learned judge says: 'The point is that the directors could abandon the main business and take up an entirely new business without consulting the shareholders.' In this case I see that each shareholder had one vote; but no information has been given in whose hands the shares are; it may be that the whole of the voting is in the hands of the vendor who holds the one debenture and is the chairman and managing director of the business. Neville, J., goes on to say: 'I should stand in the way of the company taking up distinct businesses. Where distinct businesses are proposed by the alterations suggested I would not sanction them, except upon evidence that there was a really present desire on the part of the company to extend its business in the directions indicated.'"

The learned judge went on to say that the proposals in this case were entirely unprecedented, being speculative and quite outside the ostensible object for which the company was brought into existence, and refused to confirm the alteration.

The petition went before the Court of Appeal, but in very different circumstances from those in which it came before Eve, J. And there is nothing in the judgments of the Court of Appeal to suggest that the decision of the learned judge on the facts before him was wrong or to question the validity of the tests which he applied. In fact, Maugham, L.J.,

expressly said that he thought Eve, J., was right in dismissing the petition on the materials before him. So that I do not think the decision of the Court of Appeal in any way impairs the value of the judgment in the court of first instance. When the matter came before the Court of Appeal there was further evidence which showed that certain of the trades sought to be added to the objects clause of the memorandum were already being carried on by the company, and the desired alteration was now limited to those trades with a view to regularising the position. Further, the latest accounts showed a profit. Finally, the opposing shareholders withdrew their opposition to the alterations as so restricted. In these circumstances the Court of Appeal acceded to the petition.

The case is, I think, illuminating as showing some of the practical considerations which must be borne in mind in considering the likelihood of the court's confirmation—the financial position of the company, the distribution of the voting power (is it in the hands of a vendor to the company ?), the question whether some of the intended objects are already being carried on so that it is desirable to put the matter on a regularised footing and—of great importance—the relation of the proposed new businesses to the primary object for which the company was brought into existence and the present possibility of their being carried on. On this last point reference can usefully be made to the case *In re John Brown & Co. Ltd.*, referred to by Eve, J., in his judgment, and which in the Court of Appeal Maugham, L.J., spoke of as "a case which people who are intending to launch a petition for the court's approval of an alteration of their memorandum would be wise to bear in mind." There the company's original objects comprised the carrying on of the businesses of engineers, iron and steel merchants, shipbuilders and armament manufacturers, and subsidiary objects were included in twelve other clauses. The company passed a special resolution that additional objects should be added, which were enumerated in forty-eight long clauses including almost every kind of business, comprising, for example, the carrying on of business as capitalists and financiers, the building and running of hotels and the effecting of insurances. The last clause was an interpretation clause which stated that the objects specified in each paragraph should be regarded as independent objects which could be carried out in as full a manner and construed in as wide a sense as if each paragraph defined the objects of a separate and independent company.

Neville, J., pointed out that the most wild speculation on the part of the directors would be within their authority under the proposed memorandum as long as they were not dishonest, and that the whole capital of the company might go in financing some ridiculous thing which the shareholders would not have touched. He added : "The Legislature may pass a law which will prevent companies trading except within the limits of their memorandum, but if you have got a memorandum which is co-extensive with the business of the whole world, you get behind the ambit of the legislation." The practical course he indicated was that the application should be limited to the powers which the directors desired to carry out immediately or in the near future rather than include all ancillary powers which it was thought might at some future time be desired to be carried out. They should not come once for all and ask for an extended memorandum covering every conceivable alteration in the business of the company, and it must be remembered that if the circumstances of the company changed, they could always come and ask reasonably to enlarge their memorandum.

In the upshot the number of clauses was reduced from forty-eight to thirty-four, and a clause was inserted requiring a special resolution of the company to be passed before the directors had power to treat any of the new objects as principal objects ; and in this form the petition was sanctioned.

I think it might be useful to point out that while, as the cases I have mentioned show, you cannot expect the court to confirm alterations of objects which are designed to include indiscriminately any business which it is thought it might be desirable to engage in at some future time, yet when the time does come when a proposed new business can in fact be conveniently and advantageously combined with the existing business, then, provided the new business is not destructive of or inconsistent with the existing business, the court will not refuse its sanction merely because it is a business wholly different from and bearing no relation to the then existing business of the company : see *In re Parent Tyre Co. Ltd.* [1923] 1 Ch. 222.

A Conveyancer's Diary.

Powers of Appointment with Consent of other Persons.

I HAVE had to consider the question whether a power of appointment is a general or special one, and in that connection have again looked at the case of *Re Watts : Coffey* v. *Watts* [1931] 2 Ch. 302, and I still find it difficult to reconcile the decision in that case with the earlier authorities.

The point is, of course, very important, for in the case of a special power any appointment made thereunder must be read into and construed as part of the instrument creating the power and must comply with the rule against perpetuities regarding it as having been included in that instrument. If, on the other hand, the power is a general one the exercise of it is not to be read into the instrument by which it is created, and so the perpetuity rule is to be applied in relation to the appointment and not to the instrument creating it.

In *Re Watts* the facts were that a marriage settlement dated in 1904 contained a clause empowering the settlor (the wife) at any time during the life of her mother by deed to revoke (with the consent of her mother) the trusts declared by the settlement, and to appoint and declare (with the consent of her mother) any new or other trusts, powers and provisions concerning the premises to which such revocation should extend. By a deed dated in 1915 the settlor, with the consent of her mother, exercised the power of revocation and new appointment in such a manner that after her death in 1928 the question arose whether certain trusts declared by the deed of 1915 were valid, their validity depending upon the decision by the court on the question whether the power of revocation and new appointment was a general or a special power.

It was held by Bennett, J., that it would not be right to hold that upon the terms of the powers contained in the marriage settlement the settlor was in substance the owner of the property and consequently free to deal with it in any way she pleased, and that the power was a special power.

I have never been able to understand this decision, which is, I think, directly contrary to other authorities.

In *Re Phillips* [1931] 1 Ch. 347, there was a power which was exercisable only with the written consent of the trustees of the settlement, and Maugham, J., in a most careful and considered judgment, after dealing with the earlier authorities, said : "My view is that the trustees in such a case have, it is true, a power of veto to the exercise of the power, but they are not persons in whom the discretion as to the objects of the power is reposed ; they have no duty to select, and they are entitled, if they think fit, to assent to the exercise of the power by the donee of it, leaving him the free exercise of the power which has been reposed in him." The learned judge went on to say that "When once the conclusion is arrived at that the trustees are not bound to exercise their own discretion as to the persons to be benefited by the exercise of the power, I think it necessarily follows that the equity of the creditors is as strong as if it were an unfettered general power which the donee could exercise without consent."

Another case is *Re Dilke* [1921] 1 Ch. 34. In that case there was a power conferred upon the tenant for life under a settlement. The power was to be exercised with the consent and concurrence in the deed of the trustees (not being less than three) or of a majority of them. The tenant for life was at the date of the settlement a person of unsound mind, but recovered, and executed a deed made between himself of the one part and three of the four trustees of the other part, whereby, with the consent and concurrence of the three trustees, who were parties thereto, the tenant for life appointed that the trustees should after his death stand possessed of the trust funds for such purpose or purposes as he should by will or codicil appoint. By a codicil referring to the power contained in that deed, the tenant for life appointed that the trustees should hold the settled funds upon the trusts therein mentioned. It was held by Peterson, J., and the Court of Appeal that on the true construction of the power, the trustees were not required to approve of the persons who were to benefit under the exercise of the power or of the extent to which such persons were to benefit, but that the exercise of the power was merely made conditional upon the consent and concurrence therein of the trustees, and that the deed in which three of the trustees joined was a good exercise of the power.

The question was treated as one of construction, and as the trustees had no power of selection or approval of the persons to whom an appointment was proposed to be made, they were merely nominated to do a ministerial act, namely, consent to the power being exercised, the right of selecting the objects being entirely with the appointor. The power was therefore not a special power, but a general power, because the appointor could appoint to whom he pleased.

Bennett, J., also treated the matter as one of construction and distinguished those cases on three grounds: (1) that the power of revocation and new appointment was created by a marriage settlement; (2) that the power was exercisable only during the lifetime of the appointor's mother; and (3) that the consent of the mother was required both to the revocation and the new appointment.

I cannot follow that. Probably the learned judge considered that as the power was contained in a marriage settlement the intention was that the appointor's mother had some interest or right to control the selection of the objects, but it does not appear that his lordship actually said that, nor does there seem to be any ground for that construction. Also, I do not follow why the fact that the power was only exercisable during the mother's lifetime has any effect upon the construction to be placed upon it. The actual selection of the objects rested with the appointor, although probably the donor of the power contemplated that the appointor would be influenced in selecting by the mother's advice. In other respects the case of *Re Watts* seems to be on all fours with *Re Phillips* and *Re Dilke*, cases which I should have thought Bennett, J., was bound to follow.

The question may often be one of importance, not only on account of the application of the rule against perpetuities, but also because (as in *Re Phillips*) if the power were a general and not a special one the exercise of it renders the trust funds assets for payment of the debts of the appointor.

The Benchers of Gray's Inn entertained in Gray's Inn-gardens, on Tuesday, 18th June, in celebration of His Majesty's Silver Jubilee, 1,500 school children drawn from the Holborn elementary schools. Tea was served to the whole company in a marquee which covered the North Terrace. Clowns, jugglers and a Punch and Judy show occupied platforms placed about the gardens and each held a different audience for an hour. The band was provided by the Gordon Boys' Home. The treasurer, Mr. Bernard Campion, K.C., and Mrs. Campion, received the children and the treasurer made a short speech of welcome. Among others who assisted to entertain the children were Sir Miles and Lady Mattinson, Sir Plunket Barton, Lord Atkin, Sir Montagu Sharpe, Mr. R. E. Dummett, Lord Greenwood, and Mr. and Mrs. James Whitehead.

Landlord and Tenant Notebook.

The Question of Dilapidations.

A READER having observed that it is a long time since the "Notebook" dealt with the matter of Dilapidations, I propose, this week, to make some suggestions as to approaching the question of damages for failure to deliver up in good repair. The subject is, of course, too vast a one to be discussed comprehensively in one article; whole books have been devoted to it. On the other hand, a neat summary which I recently came across in a certain classic work would serve as an introduction; but that would be all. It runs: "Dilapidations. At the termination of a lease, supposing he has not done so before, a landlord can, and usually does, send a surveyor to report upon the condition of the tenement, and it becomes his duty to ferret out every defect. A litigious landlord may drag the outgoing tenant into an expensive lawsuit, which he has no power to prevent. He may even compel him to pay for repairing improvements which he has effected in the tenement itself, if dilapidations exist." These words, penned in 1861, constituted item No. 2849 in Mrs. Beeton's "Household Management"; they might have been, but were not, intituled "Essence of Dilapidations served in a Nutshell," and described as appetising to landlords only, and distasteful to tenants according as the surveyor referred to had ability to "mix it."

But if I can neither content myself with such terseness nor deal with the matter exhaustively, I may, in the course of discussing the question at large, refer readers who have access to them to several articles which have been devoted to various aspects of the subject.

The first thing to do is, of course, to study the covenant relied upon. There is great variety of repairing covenants, but courts are not inclined to recognise too delicate nuances, and, roughly speaking, there are two standards, represented by the covenant to deliver up in good and tenantable repair, and that of substantial repair, each with sub-varieties. Fitness for human habitation is a "humble" standard rarely met with in tenant's covenants, and such undertakings as "to leave things as they now are" and to "do necessary repairs" can be considered freaks. A comparison of the standards expressed by various covenants was made in the "Notebook" in vol. 71, pp. 169 and 186.

On the meaning of the word "repair" itself, attention should now be paid to *Bishop* v. *Consolidated London Properties, Ltd.* (1933), 102 L.J., K.B. 652: "To make fit again to perform its functions; to put in order" was the rather wide connotation therein adopted. The question whether this superseded the "restoration by renewal or replacement of subsidiary parts of a whole" of *Lurcott* v. *Wakely and Wheeler* [1911] 1 K.B. 905, C.A., was examined in the "Notebook" in vol. 77, p. 652.

Of great importance is the consideration whether the covenant is or is not qualified by the phrase "reasonable [or fair] wear and tear excepted." Undoubtedly there was at one time some justification for an opinion that in the case of a "good and tenantable" repair covenant, at all events if the subject-matter were old premises, these words were otiose. (That, of course, would be no reason for not including them; an express covenant to keep in good and tenantable repair is itself surplusage, but serves to remind a tenant of his position and thus to prevent argument.) But a number of authorities reviewed in *Heskell* v. *Marlow* [1928] 2 K.B. 45, showed that this qualification definitely cut down the covenantor's obligation, and at about the same time *Ebner* v. *Lascelles* [1928] 2 K.B. 486, decided that its omission from a new agreement for the letting of controlled premises amounted to a transfer of a burden to the tenant within the meaning of the Increase of Rent, &c., Act, 1920, s. 2 (3). And here again I may refer readers to articles in this paper: vol. 72, pp. 624, 678.

Then comes, or may come, the question, what is to be repaired? Whether a repairing covenant covers matters not in existence at the date of its making is often not easily answered. The first thing to do is to see whether the covenant speaks of "the said" tenements, dwelling-house, etc.; if so, additions are *primâ facie* not covered (see *Cornish* v. *Cleife* (1864), 3 H. & C. 446). This may, however, be rebutted by other circumstances: the latest authority is *Field* v. *Curnick* [1926] 2 K.B. 374, in which the Parcels showed some contemplation of the future, so that the use of "the said" did not assist the covenantor. This question was the topic of the "Notebook" in vol. 70, pp. 811 and 830, and again in vol. 73, p. 656.

The extent of general covenants in particular circumstances, and the matter of demarcation when the scope of a covenant is expressly limited, are also subjects which may require careful consideration. The question of ornamental waters and lakes was discussed in vol. 71, p. 287, and again in vol. 78, p. 291, when the decision in *Horlick* v. *Scully* [1927] 2 Ch. 150, was examined. A covenant limited to part of the premises generally imposes liability to do "outside repairs," and the meaning of this expression was the subject of the "Notebook" of vol. 75, p. 808.

After considering the nature and the scope of the covenant, the choice of a surveyor to inspect and report on the damage becomes a matter of importance. The landlord and his advisers will do well to bear in mind the expression used in the passage from Mrs. Beeton cited earlier in this article, for the "ferret out" does not merely reflect popular disapproval, and may well have been based upon Tindal, J.'s, "surveyor who is sent upon the premises for the very purpose of finding fault," uttered in his direction to the jury in *Gutteridge* v. *Maynard* (1834), 1 Moo. & R. 334. That, true, was a forfeiture action, but similar sentiments will be found expressed in ordinary dilapidation cases which, with the one mentioned, were discussed in vol. 78, at p. 499.

Whether he act for the landlord or for the tenant, it is advisable that the surveyor should appreciate the covenant relied on. In *Moxon* v. *Townshend* (1886), 2 T.L.R. 717, the court was much influenced by the consideration that the expert called by the tenant had, and those called by the landlord had not, thought of the covenant when surveying the premises.

And without discussing the truth or untruth of the cynical remark often heard, that all a court can do when surveyors' estimates differ is to add up the amounts and divide the sum by two, I may observe that it was not done in the above case; but that, on the other hand, the attitude and judgment of one judge in a reported case tended to support the cynics.

The measure of damages has lastly to be reflected upon. Here, of course, the effect of L.T.A., 1927, s. 18 (1), is the first consideration, and attention must in all cases be directed to a comparison between the cost of repairing and the diminution in value of the reversion; and in some cases evidence should be sought as to whether the landlord has any intention of demolishing or remodelling. The authorities on the measure of damages under a covenant to yield up in good repair, apart from this Act, were gone into in the "Notebook" of vol. 71, p. 755; and a conveyancing device apparently calculated to defeat the object of the new enactment was discussed in vol. 77, p. 479.

Mr. Thomas Riley Hearn, solicitor, of Buckingham, left estate of the gross value of £13,391, with net personalty £11,182. He left his property in trust for his wife for life with remainder as she should appoint, or, in default of appointment, among other bequests he left £10 to the Buckingham Dorcas Society; £200 to Treloar's Alton Homes; £200 to Dr. Barnardo's Homes; £200 to the Cancer Hospital, Fulham; and £200 to the Royal National Orthopædic Hospital Radium and Cancer Fund; and the ultimate residue of the property to James Ridgway Hearn.

Our County Court Letter.

STRAYING ANIMALS AND POULTRY ON ROADS.

The above subject has been considered in three recent cases. In *Wood* v. *Madders*, at Stafford County Court, the claim was for £19 17s. as damages for negligence and/or nuisance. The plaintiff's case was that he was cycling home on the night of the 27th November, when he collided with a cow, which had escaped from the defendant's field. The defendant's case was that, although he might have been fined under the Highway Act, 1835, he was not liable for damages at common law. His Honour Judge Ruegg, K.C., in a reserved judgment, observed that if an animal escaped on to neighbouring premises, its owner was liable for injuries caused, even though care had been taken to keep the animal in. There was no similar liability, however, if the animal escaped on to the highway, as the latter was free to animals, and there was no obligation upon frontagers to fence land abutting on to the highway. Both animals and human beings, however, only had a right to pass and repass, and an owner was not entitled to let his animals stray. While it was the law that an owner need not fence his land along the highway, that was a long way from saying it was not negligence to turn animals on to land unfenced (or imperfectly fenced) when a reasonable man should know that there was every probability of their escaping on to the highway. There was no evidence of the state of the fencing, but the animal had suddenly run unattended against the plaintiff. The defendant was therefore guilty of negligence, and was also liable for nuisance, viz., in allowing an animal to run about on the highway in these days of motor traffic. Judgment was given for the plaintiff for £15 15s. and costs.

In *Heath* v. *Barks*, at Leek County Court, the claim was for £3 for injuries caused to a pedal cyclist in a collision with a fowl. The defence was that there was no liability to prevent poultry from straying on to the highway. His Honour Judge Ruegg, K.C., observed that, while there was no liability to fence, there was also no necessity to turn animals into unfenced fields, which could be used for other purposes. It was not negligence to refrain from fencing a field, but it was negligence to turn animals into an unfenced field. Judgment was given for the plaintiff for £3 and costs, and leave to appeal was given.

In *Humphreys* v. *Emberton*, at Shrewsbury County Court, the claim was for £100 as damages for negligence, whereby damage had been caused to the plaintiff and his motor cycle. The counter-claim was for £27 2s. 9d. as damages for negligence, whereby injuries had been caused to the defendant's foal. The plaintiff's case was that, on the night of the 18th September, he was riding his motor cycle, but remembered nothing more until he found himself in hospital. It transpired that he had collided with a foal, which the defendant admitted had escaped from his field by reason of the mare (its mother) putting her head over the gate and pulling out the peg in the hasp with her mouth. This was in order to cross the road, to get at the cows' food, and (in order to prevent her doing so) wire had been twisted round the gate, but had been apparently moved by fishermen or trespassers for mushrooms. His Honour Judge Samuel, K.C., observed that he paid little attention to the allegation as to trespassers, as he accepted the defendant's evidence with regard to the mare. The latter was an extraordinary animal, fit for a circus, and (by reason of the defendant's omission to fasten the gate with wire, on the above occasion) the foal had escaped from the field. The immediate cause of the accident, however, was the negligent driving of the plaintiff, who (if he had had good lights and taken reasonable care) should have seen the foal waiting for its mother. Judgment was given for the defendant, on the claim and counter-claim, with costs.

Mr. Harold Darracott Morris Barnett, solicitor, of Rothley, Leicestershire, left £26,358, with net personalty £19,157.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Whether the Surviving Trustee of a Will can properly Execute an Assent.

Q. 3170. W.C., by his will, appointed his daughter, L.J.C., executor and trustee thereof, and gave, devised and bequeathed his estate to his said trustee upon trust for sale and conversion and investment, and to stand possessed of residue in trust to pay to his wife, E.A.C., £1 5s. per week, and subject thereto, in trust for his said daughter absolutely. W.C. died in 1922, and his will, proved by the said L.J.C., the sole executrix, in 1923, who sold certain portions of the testator's leasehold property as personal representative, and afterwards as trustee. After the coming into operation of the L.P.A., 1925, the said L.J.C. appointed her mother, the said E.A.C., an additional trustee of the will and certain other portions of the leasehold property were sold by them jointly as trustees. The mother, E.A.C., has now died, and it is desired to vest the remaining leasehold estate of the testator in the said daughter absolutely. Should the daughter make an assent as personal representative of the testator to herself, or can she assent as surviving trustee? Your opinion and reference to a suitable form for carrying out the above will be esteemed.

A. An assent is a mode of assurance peculiar to a personal representative, and not open to a trustee. Taking into consideration the fact that L.J.C. sold part of the leaseholds before 1926 in the guise of trustee (which might be an indication of assent by conduct to the devise and bequest of the will), we express the opinion that it would be inadvisable for L.J.C. to execute a self-assent. We accordingly recommend that she should *assign* the leaseholds to herself as being now absolutely entitled in equity, the assignment being expressed to be made by her as (surviving) trustee for sale, with her own concurrence as personal representative. We regret that we cannot quote a precedent, but we do not imagine that the document will present any difficulty to our subscribers.

Alleged Cure for Deafness.

Q. 3171. A client of mine some three or four months ago agreed to purchase an instrument which, it was claimed, would cure deafness in certain cases. The agent for the vendors agreed to supply an instrument costing between nine and ten pounds, on condition that, if no benefit was received within three months, it might be returned and a refund of about half the purchase price would be made. No benefit was, in fact, obtained, and before the end of the three months, my client wrote informing the vendor firm that he would return the apparatus and asking for a cheque for the refund, as agreed. The agent had, at the commencement, written out and signed the arrangement on behalf of the firm, on the firm's notepaper, and my client had it stamped with a 6d. stamp. The firm now repudiate the arrangement made by their agent, and say that it has nothing at all to do with the firm and was made by their agent, as a private individual, with my client. Further, that they do not allow their representatives to make any private arrangements with their clients, and that they have discharged the agent for his so doing. In reply, I have informed the firm that as the arrangement was one which is often made in such cases, there was nothing to raise any question in my client's mind that the agent was not acting within his authority. I shall be glad to know whether you consider my contention is correct and that the firm is liable to make the refund on the return of the instrument in accordance with the arrangement entered into by their agent.

A. The fact that the agreement was written on the firm's notepaper, which did not contain any notification that the firm would not be bound by any representations made by their agents, is sufficient to bind the firm. The arrangement made was within the ostensible authority of the agent, as it was not so unreasonable as to raise any doubt as to its being within the scope of such authority. If there was in fact a limitation of the authority of the agent, as alleged, the firm should have taken steps (by printing a notice to that effect on their circulars, receipts or invoices) to bring it to the knowledge of potential customers. The bargain is not unfair to the firm, as they are only required to refund about half the purchase price. In effect they will get this apparatus back, plus the amount they have received by way of hire or rent, for the three or four months, at the rate of about £1 a month—a not unprofitable transaction.

Whether Implied Covenants for Title can be Imported into a Document under Hand (other than an Assent).

Q. 3172. Having regard to the definition of "conveyance" in L.P.A., 1925, s. 205 (1) (ii), is it now possible for the statutory covenants for title to be implied by the use of the appropriate phrase ("as beneficial owner," etc.) in an instrument not under seal; for example, can an assignment of a share in the proceeds of sale of land held upon trust for sale or a grant of an exclusive licence under a patent or copyright now be under hand only?

A. This is an interesting point. We express the opinion that while it is true that the definition of "conveyance" in L.P.A., 1925, s. 205 (1) (ii), is not restricted to deeds, as was the case in C.A., 1881, s. 2, yet a "covenant," an agreement under seal, cannot very well be implied in a document under hand only. It is to be noted that the importation of a covenant into an assent under hand only is specially provided for by A. of E.A., 1925, s. 36 (3). Note the words in this sub-section "as in a conveyance by deed."

The Ownership of Paid Cheques.

Q. 3173. To whom do paid cheques belong, the bank or the customer? The "A" bank declines to hand to the customer his paid cheques unless a receipt for them with an undertaking to return them to the bank on demand or containing the words "without prejudice to the Bank's rights" is given. The customer objects, and in our view correctly, to giving anything beyond a bare receipt.

A. In *Charles* v. *Blackwell* (1877), 2 C.P.D., at p. 162, Cockburn, C.J., said: "A cheque taken in payment remains the property of the payee only so long as it remains unpaid. When paid, the banker is entitled to keep it as a voucher until his account with his customer is settled. After that the drawer is entitled to it as a voucher between him and the payee." In *Partridge* v. *Coates* (1824), R. & M., at p. 156, Abbott, C.J., said: "Cheques are usually returned to the customers, but, if not, while in the hands of the banker they must be considered in the possession of the customer; the banker is his agent." A bank, however, is always entitled to make it a condition, on opening an account, that paid or cashed cheques shall be retained by the bank. Unless such a stipulation was made the questioner's client is correct in refusing to give anything beyond a bare receipt. The above cases are still authoritative.

To-day and Yesterday.

Legal Calendar.

17 June.—On the 17th June, 1535, John Fisher, Bishop of Rochester, was brought, strongly guarded, from the Tower of London to Westminster Hall to answer a charge of treason in having denied that Henry VIII was supreme head of the Church in England. The Lord Chancellor, the two Chief Justices and the Lord Chief Baron were among his judges. Though weak from a recent illness, he showed a most cheerful countenance and rare constancy, and even some of his judges had tears in their eyes "to perceive such a famous and reverend man in danger to be condemned to a cruel death." He was, of course, found guilty and sentenced, after which he was taken back to the Tower.

18 June.—On the 18th June, 1896, Trooper Charles Wooldridge stood in the dock at Reading Assizes before Mr. Justice Hawkins, charged with the murder of his young wife whom he had killed in a fit of jealousy. The judge summed up against him and the jury after two minutes' consultation found him guilty, recommending him to mercy. He was hanged and his death created little sensation. Yet he lives immortal in literature, for Oscar Wilde was his fellow prisoner and enshrined his manly, pathetic figure for ever in "The Ballad of Reading Gaol."

> "He walked among the trial men
> In a suit of shabby grey,
> A cricket cap was on his head
> And his step seemed light and gay,
> But I never saw a man who looked
> So wistfully at the day."

19 June.—The Income Tax Acts have many curious aspects and the decision of the House of Lords in *Ystradyfodwg and Pontypridd Main Sewerage Board* v. *Bensted* (*Surveyor of Taxes*) [1907] A.C. 264—decided on the 19th June, 1907—provides one of the most curious. It was there held that a sewer was a hereditament capable of actual occupation under the Income Tax Act, 1842.

20 June.—Hugh Wyndham began his judicial career in 1654 as one of Cromwell's judges and retained his post till the end of the Protectorate, though his tendencies were Royalist. On the Restoration he returned to practise at the bar, confirmed in the degree of serjeant-at-law till, on the 20th June, 1670, he was raised to the bench of the Court of Exchequer and knighted. Two and a half years later he was transferred to the Common Pleas, where he played a quiet and undistinguished part till his death in 1684.

21 June.—The longest day in the year, the 21st June, recalls one of the most brutal jests of the notorious Lord Chief Justice Norbury, one of the worst of hanging judges. "Ah, my lord, give me a long day!" implored a prisoner sentenced to death by him on the 20th June. "Your wish is granted," sneered the judge. "I will give you until to-morrow—the longest day in the year."

22 June.—Mr. Justice Whitelocke, of the Court of King's Bench, died on the 22nd June, 1632, at his house at Fawley in Buckinghamshire.

23 June.—On Sunday, the 23rd June, 1861, at 8 o'clock in the morning, the servant of Lord Chief Justice Campbell went into his room and found him seated in an armchair with no appearance of life. A doctor was instantly called in, but the great lawyer was dead. The night before he had given a dinner-party, and conversed with his usual animation. Curiously enough, in discussing an old friend who had lost all his faculties and had long been bedridden, Campbell had observed: "I think a clause should be added to the Litany, and after praying against sudden death we should say: 'From a lingering illness, Good Lord, deliver us.'" At midnight, he bade his children good-night and retired to his room for the last time.

The Week's Personality.

Of his father, Mr. Justice Whitelocke, Bulstrode Whitelocke wrote: "This Trinity Term my Father fell ill of a Cold, which so increased upon him, that he was advised to go into the Country, whereupon he took his leave of his Brethren the Judges and Serjeants, and was chearfull with them, but said to them, 'God be with you; I shall never see you again,' and this without the least disturbance or trouble of his Thoughts: And soon after he came into the Country, on 22nd Day of June [1632] he died, and in his death the King lost as good a Subject, his Country as good a Patriot, the People as just a Judge as ever lived; all honest Men lamented the loss of him; no Man in his Age left behind him a more honoured Memory: His Reason was clear and strong, and his Learning deep and general; he had the Latine Tongue so perfect, that sitting Judge of Assize at Oxford, when some Forreigners, Persons of Quality, being there, and coming to the Court to see the manner of our Proceedings in Matters of Justice, this Judge caused them to sit down, and briefly repeated the Heads of his Charge to the Grand Jury in good and elegant Latin, and thereby informed the Strangers and the Scholars of the Ability of our Judges, and the Course of our Proceedings in Matters of Law and Justice. He understood the Greek very well and the Hebrew."

Marriage of Convenience.

Marylebone Police Court recently heard a story with a distinct eighteenth century ring about it, when a young German heiress of twenty-four and a man of sixty-one with sixteen previous convictions for larceny, house-breaking, fraud and the like, were charged together, he with wilfully signing a false notice of marriage at a register office, and she with remaining in England after her permit had expired. The girl had adopted this wild scheme simply as a means of remaining in this country. The couple had been actually arrested in a register office, the second in which they had unsuccessfully attempted to effect their purpose. All this carries one's mind back to the eighteenth century and the Fleet marriages, when women flew to Ludgate Hill and its broken parsons to get married, from all sorts of indirect motives. To escape from debt by transferring the burden to a phantom husband was a common shift and "desperate spinsters hied them Fleetwards to dish their creditors; plyer or parson soon fished up a man, and though under different aliases he were already wived like a Turk, what mattered it? She had her 'lines.'"

The Fleet Weddings.

Until Lord Hardwicke's Marriage Act, in 1754, the dissolute parsons, confined for one reason or another in the Fleet Prison and its "rules" or precincts, plied a roaring trade in marriages at the various public-houses of that sinister district, "Jack's Last Shift," "The Bull and Garter" and a dozen more. Fine reading these registers make for the cynical, and constantly there figure in their pages women desperate for a husband *pro forma*. Thus: "Two guineas to provide a husband for Madam and defray all the subsequent charges of the wedding." A curious entry shows another side of the business: "20th May, 1737, Jno Smith, gent. of St. James', Westmr., bachr., and Eliz Huthell of St. Giles', Spr., at Wilson's. By ye opinion after matrimony my clerk judg'd they were both women, if ye person by name John Smith be a man he's a little short fair thin man not above five foot. After marriage, I almost cod. prove ym. both women, the one dressed as a man, thin pale face and wrinkled chin." A most convenient husband this who could never under any circumstances turn up later in an inconvenient fashion.

Mr. Douglas Montagu Gane, M.B.E., solicitor, of Richmond, Surrey, Hon. Secretary Tristan da Cunha Fund, left £2,130, with net personalty £360.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Apportionment in relation to Executors and Trustees.

Sir,—We have read with great interest your article in the issue of the 18th instant entitled "Apportionment in relation to Executors and Trustees," and entirely agree with your contributor that it is wise to insert a clause in every will obviating the difficulties mentioned by him in the article.

There are, however, one or two difficulties which seem to us to arise on his suggested clause :—

(1) It is observed that the clause will apply not only to dividends on stocks and shares (which are the chief practical difficulty) but also to rent, interest and other income. If the clause is as widely drawn as this it seems to us that it might act unfairly, e.g., if the clause is to apply to rent, then what will be the position in regard to outgoings for which the executors or trustees are responsible (Sched. A tax, rates, &c.)? In view of the fact that it is quite easy to apportion rent, it is suggested that it will be wiser to restrict the clause to income from stocks and shares.

(2) In reference to the last paragraph of the article, assuming that the clause suggested is inserted in a will, is it right to say that the tenant for life would not be entitled to any part of the proceeds of sale to compensate for loss of dividend? If the suggested clause is read carefully, it will be seen that it applies to income "due or accruing." Surely this would enable a claim to be made in respect of income which would have been received if the investment had not been sold?

We shall be most interested to have your contributor's criticism on the above points, and if he thinks there is any substance in them, perhaps an amended clause can be suggested by him. TILNEY, BARTON & THOMPSON.

Bournemouth,
20th May.

Sir,—May I suggest that the proposed clause negativing the application of the Apportionment Act, 1870, set out in the article under the above heading on p. 353 may be considered to go rather beyond what is necessary or even fair, in so far as it covers income actually due at the date of the death, or other event, on which the right to income is determined.

Take the case of an estate largely invested on mortgage securities. The right of the life owner or his estate might depend on (1) the promptness with which any mortgagor pays; and (2) the strictness or otherwise with which the trustees collect the income, and an oversight of the trustees might determine the right to the income from any particular mortgage.

The clause I think might fairly be altered to make the date on which each item of income is *payable* determine the right to it.

Naturally a case where mortgage interest is largely in arrear would create difficulties, but such cases are fortunately somewhat exceptional in the case of trustee securities.

Norwich, ERNEST I. WATSON.
20th May.

[We have submitted the above letters to our contributor, whose reply is as follows :—

I have perused with interest the letters of Messrs. Tilney, Barton & Thompson and Mr. Watson.

It is admitted that the clause suggested has been framed in wide terms. Any general direction of this nature may, of course, cause injustice in particular circumstances. It is, however, suggested that in general the clause would operate more fairly than the provisions of the Apportionment Act.

Dealing with the particular suggestions made in the letters—

(1) Messrs. Tilney, Barton & Thompson suggest that the clause would not be satisfactory so far as concerns items such as rent where there are outgoings payable in respect thereof. Admittedly it is in the case of dividends on stocks and shares that the chief practical difficulties occur, but great inconvenience would, it is suggested, be caused if the Act were excluded as regards dividends, but allowed to apply with regard to other income such as rent and interest. Further, I do not think that any real difficulty occurs as regards outgoings. The correct procedure is to deduct the outgoings from the rent and apportion the net rent : See Law of Property Act, 1925, s. 28 (2); Chandler Trust Accounts, ed. 5, p. 101. The effect of the clause will simply be to exclude the effect of the Apportionment Act so far as concerns the net rents.

(2) I do not altogether understand Messrs. Tilney, Barton and Thompson's second criticism. The clause only applies to rent, interest, dividends and other payments in the nature of income, and would not affect proceeds of sale of stocks or shares.

With reference to Mr. Watson's suggestion, I agree difficulties might occur where interest and such-like are in arrear, but it is suggested that the advantages of the clause would very largely outweigh the possible disadvantages. To make the nature of the payment depend on the date at which it is payable would not remove the whole of the difficulty, and would make it necessary to determine precisely the exact date on which any particular item of interest is payable, and this, in some types of investment or property, might not be altgether easy, whereas the date on which a payment is made is absolutely definite and leaves no room for doubt.—ED., *Sol. J.*]

Obituary.

THE HON. LOUIS TELLIER.

The Hon. Louis Tellier, a Puisne Judge of the Superior Court of the Province of Quebec for twenty-nine years until his retirement in 1916, died on the 17th June at the age of ninety. He was called to the Canadian Bar in 1866, and was for some years Member of the Canadian House of Commons for St. Hyacinthe.

MR. F. GREGSON.

Mr. Frederic Gregson, Southend's oldest solicitor, died at Westcliff on the 17th June at the age of eighty-seven. Mr. Gregson, who was admitted in 1870, was senior partner in the Southend firm of Gregsons & Saul, and had been Clerk to the Shoeburyness Urban District Council for thirty-three years and to the Rochford Board of Guardians for some twenty-five years. He was President of the local branch of the English Church Union and had for many years been on the Diocesan Boards of Missions and Finance.

MR. R. MARRIOTT.

Mr. Richard Marriott, Nottingham's oldest solicitor, one of the partners in the firm of Brown, Willatt & Marriott (now Messrs. E. V. Brown & White), of 5, Eldon-chambers, Wheelergate, died at his residence, Castle Grove, The Park, on the 12th June. Mr. Marriott, who was admitted in 1866, was originally with the well-known firm of Longmoore's, Hertford, before commencing his long association with Nottingham. For some years Mr. Marriott, who was ninety-three years of age when he died, was agent to Lord Newark before he became Earl Danvers.

MR. J. W. PICKLES.

Mr. John William Pickles, the well-known Halifax solicitor, died on the 8th June. Mr. Pickles was admitted a solicitor in 1899 and was senior partner in the Halifax firm of Pickles, Horsley & Co.

Notes of Cases.

Court of Appeal.

Stretch *v.* Sim.

Greer, Slesser and Roche, L.JJ. 6th June, 1935.

Libel and Slander—Telegram—Allegation that Plaintiff had Borrowed Money from Maid—Whether Defamatory.

Appeal from a decision of Talbot, J.

The plaintiff claimed damages from the defendant for having wrongfully induced a housemaid to leave his service and for having falsely and maliciously sent him a telegram in the following terms: "Edith has resumed her service with us to-day. Please send her possessions and the money you borrowed, also her wages to Old Barton—Sim." The plaintiff alleged that the words meant that being in pecuniary difficulties, he had been compelled to borrow money from the housemaid and had failed to pay her wages and that he was a person to whom no one ought to give credit. The defendant (*inter alia*) denied that the words were defamatory, and said that the occasion was one of qualified privilege. The jury awarded the plaintiff £25 damages on the enticement claim and £250 damages for libel. The defendant appealed on the issue of libel.

Greer, L.J., dismissing the appeal, said that the learned judge was right in his view that the words were capable of a defamatory meaning, and it was for the jury to decide whether they did in fact bear a defamatory meaning.

Slesser, L.J., dissented, and Roche, L.J., agreed.

Counsel: *G. O. Slade; J. P. Eddy* and *D. J. Jones.*

Solicitors: *Bower, Cotton & Bower*, agents for *T. W. Stuchbery & Son*, of Maidenhead; *H. Pinder Brown.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Appeals from County Courts.

Dalgliesh Steam Shipping Co. Ltd. *v.* Jas. Williamson & Son Ltd.

Greer, Slesser and Romer, L.JJ. 4th June, 1935.

Shipping—Charter-party—Cargo to be Delivered "Alongside"—Landed by Shore Crane into Railway Wagons—Cost—Liability—Proportion.

Appeal from Preston County Court.

By a charter-party, dated the 13th March, 1933, the plaintiffs, as owners of the "Roseworth," agreed "that the said steamship . . . shall . . . proceed to Oporto . . . and there . . . load . . . a full and complete cargo of cork . . . the cargo to be taken from alongside at merchant's risk and expense . . . and being so loaded shall therewith proceed to Heysham . . . and there . . . deliver the same in the manner customary at Heysham." The plaintiffs duly loaded the cargo and by the bill of lading all the terms and exceptions of the charter-party were incorporated. The cargo was delivered in the manner customary at Heysham, being placed in railway wagons on the quay by a shore crane, the whole operation being performed by the railway company, who were the harbour authority. His Honour Judge Robert Peel, K.C., held that the cost of so landing it was to be borne half by the plaintiffs and half by the defendants, who were the endorsees of the bill of lading. The defendants appealed.

Greer, L.J., dismissing the appeal, said that the question was similar to that raised in *The Turid* [1922] 1 A.C. 397, and *Rederi Aktiebolaget Acolus* v. *Hillis & Co.*, 96 L.J., K.B. 186. Delivery of a cargo required the concurrent acts of both the shipowner and the receiver of the cargo. The shipowner "must put them so far over the side as that the consignee can begin to act upon them; but the moment the goods are put within the reach of the consignee, he must take his part in the operation" (see *Petersen* v. *Freebody* [1895] 2 Q.B., at p. 297). It was argued that that principle was here controlled by the terms of the charter-party, but these necessarily contemplated a part of the process of discharge when the goods could be said to be "alongside," from which moment their removal further from the ship was to be at the consignees' risk and expense. The fact that they were to be delivered "in the manner customary at Heysham" meant that they were to be delivered to the railway company which was the representative of the consignees and did their part of the discharge as well as the ship's. This had no bearing on the question who were to bear the cost of putting the goods into the wagons once they were out of the ship, even though the shipowners would be liable to pay the whole cost so far as the railway company was concerned. As to the proportion which ought to be borne by each, the learned judge's finding should not be disturbed, but the proportion would not necessarily in all cases be 50 per cent. This was a question of fact and not of law.

Slesser and Roche, L.JJ., agreed.

Counsel: *A. T. Miller*, K.C., and *A. J. Hodgson; Sir Robert Aske*, K.C., and *C. T. Miller* (*R. Hurst* with them).

Solicitors: *Vizard, Oldham, Crowder & Cash*, agents for *Oglethorpe & Sons*, of Lancaster; *Botterell, Roche & Temperley*, agents for *Plant, Abbott & Plants*, of Preston.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Lord Chesham *v.* Chesham Urban District Council.

Eve, J. 7th June, 1935.

River—Pollution by Sewage—Injunction.

In this action, which occupied thirty-five days, the plaintiff, Lord Chesham, of Latimer House, tenant for life of land on both banks of the Chess, and of the bed of the river, and Mrs. I. D. Pender, tenant since 1929 under a lease from Lord Chesham of Bois Mill House, on the banks of the Chess, alleged that the defendants, the Chesham District Council, owned and managed the Chesham sewage farm and discharged into the river immediately above the Bois Mill House an effluent which had been insufficiently purified and freed from noxious matter, and had thereby polluted the stream with sewage, causing a deposit of sewage fungus, the effect of which was to cause a serious nuisance by smell to the second plaintiff and damage to the first plaintiff's fishing rights by destruction of fish and to his reversion. The plaintiffs therefore claimed injunctions to restrain the nuisance, and damages. The defendant council, by their defence, denied that they had neglected to purify the effluent, and that any nuisance existed. Alternatively, they pleaded that if any sewage deposit was found in the river the pollution came from sources other than the sewage farm. They further pleaded that, owing to exceptional drought the flow of the river became so diminished that normal dilution of the effluent became impossible and the condition amounted to an act of God, for which they were not responsible. They further pleaded acquiescence and delay.

Eve, J., in the course of his judgment, said the Chess was a natural stream of clear water fed by springs in the chalk and was what fishermen called a dry-fly fishing water. No one acquainted with the evidence could entertain the smallest doubt that there existed when the notice was launched and for years before and at the date of the trial in the immediate vicinity of Bois Mill House, a condition of things, amounting to actionable pollution of the river invading the rights of the plaintiffs, as riparian owners, bringing destruction to the fish and creating a nuisance of such a character as to interfere with the ordinary comforts of life within the principles laid down in *Walter* v. *Selfe*, 4 De G. & Sm. 315. The evidence showed that that state of affairs had been brought about in part by the inadequate equipment of the farm, in part by the persistent neglect of the defendants and in part by disregard of precautionary measures. Those findings were justified by the emphatic opinions of the experts. He (his lordship) could not regard the defence of delay seriously, the defendants having, for a period back to 1924, been endeavouring by every available

means to induce the plaintiffs not to resort to litigation and being sore pressed by the Thames Conservancy to adopt measures to remedy the state of affairs. The evidence showed that any other sources of pollution had ceased to be injurious. As to drought, no such act of God had been proved. He (his lordship) therefore proposed to grant the injunctions. There must be an inquiry as to damages, and the defendants must pay the costs of the action. He was prepared to stay the operation of the injunction for a reasonable time and there would be liberty to apply as to the time on the first day of next sittings.

COUNSEL: *J. M. Gover*, K.C.; *Roger Turnbull* and *R. E. Manningham-Buller*; *Fergus D. Morton*, K.C., and *Geoffrey Hutchinson*.

SOLICITORS: *Charles Wilmot & Co.*; *Mills, Lockyer, Church and Evill*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Soc. Anon. Comercial de Exportacion e Importacion (Louis Dreyfus and Cia.) Lda. *v.* National Steamship Co., Ltd.

Branson, J. 23rd May, 1935.

CHARTER-PARTY—GRAIN CARGO—CHARTER SILENT AS TO CARRIAGE OF PASSENGERS—SHIPOWNERS' RIGHT TO CARRY PASSENGERS.

In this action the plaintiffs, Soc. Anon. Comercial de Exportacion e Importacion (Louis Dreyfus and Cia.), Lda., of Buenos Aires, claimed a declaration that, under the terms of two charter-parties both in "Centrocon" form and in similar terms, under which the plaintiffs had chartered two ships, the "Harpasa" and the "Harcalo," belonging to the defendants, the National Steamship Co., Ltd., for the carriage of grain, the defendants were not entitled to carry passengers on either of the ships, and also claimed an injunction restraining the defendants from carrying passengers. The two ships had been chartered by the plaintiffs to load grain in the River Plate for European ports. The plaintiffs' contention was that the defendants were not, under the terms of the charter-parties, entitled to carry passengers on either ship. The charter-parties were silent whether passengers could be carried or not.

BRANSON, J., said that he was of opinion that if a contract contained nothing to prevent a shipowner from carrying passengers, then neither the charterer nor the holder of a bill of lading given by him could have any claim or right of rejection arising out of any delay which the carriage of passengers entailed, because, *ex hypothesi*, the carriage of passengers would be one of the rights of the shipowner. He thought the argument that the shipowners had disentitled themselves to carry passengers by entering into the present charter-parties failed. He must hold that the defendants were entitled to carry passengers, and that the declaration and injunction asked for by the plaintiffs ought not to be granted.

COUNSEL: *Cyril Miller*, for the plaintiffs; *W. L. McNair*, for the defendants.

SOLICITORS: *Thomas Cooper & Co.*; *W. A. Crump & Son*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Rules and Orders.

THE RULES OF THE SUPREME COURT (No. 1), 1935.
DATED MAY, 31, 1935.

We, the Rule Committee of the Supreme Court, hereby make the following Rules :—

1. After Order XXXVIIIA, there shall be inserted the following Order which shall stand as Order XXXVIIIB :—

"ORDER XXXVIIIB.

Exhibits.

1. *List of exhibits.*]—(1) The Association shall take charge of every document or object put in as an exhibit during the trial of an action in the King's Bench Division, and shall mark or label every exhibit with a letter or letters indicating the party by whom the exhibit is put in (or where more convenient the witness by whom the exhibit is proved) and with a number, so that all the exhibits put in by a party (or proved by a witness) are numbered in one consecutive series.

(2) The Associate shall cause a list of all the exhibits in the action to be made in accordance with Form 82 in Appendix K.

(3) The list of exhibits when completed shall be attached to the pleadings and shall form part of the record of the action.

(4) For the purpose of this Order a bundle of documents may be treated and counted as one exhibit.

(5) In this Rule a witness by whom an exhibit is proved includes a witness in the course of whose evidence the exhibit is put in.

2. *Custody of exhibit after trial.*]—It shall be the duty of every party who has put in any exhibit to apply to the Associate immediately after the trial for the return of the exhibit, and, so far as is practicable regard being had to the nature of the exhibit, to keep it duly marked and labelled as before, so that in the event of an appeal to the Court of Appeal or the House of Lords, he may be able to produce the exhibit so marked and labelled at the hearing of the appeal in case he is required by the Court of Appeal or the House of Lords to do so.

3. *Office copy of list of exhibits.*]—(1) Any party may apply for and on payment of the prescribed fee obtain an office copy of the list of exhibits for the purpose of an appeal to the Court of Appeal or the House of Lords or otherwise.

(2) Where there is an appeal to the Court of Appeal, the appellant shall include an office copy of the list of exhibits amongst the documents supplied to the proper officer of the Court of Appeal for the purpose of the appeal.

4. *Assizes.*]—(1) The provisions of this Order shall apply to actions tried at Assizes as they apply to actions tried in the King's Bench Division.

(2) The Clerk of Assize shall be responsible for seeing that the duties imposed by this Order on the Associate are carried out by one of the Circuit Officers."

2. In Rule 1 of Order XLIX the words "or from one judge to another of the Chancery Division" shall be omitted.

3. The following Rule shall be inserted after Rule 1 of Order XLIX and shall stand as Rule 1A of that Order :—

"1A.—Causes or matters may be transferred from one judge to another of the Chancery Division by order made by the judge to whom the cause or matter is assigned with the consent of the judge to whom such cause or matter is to be transferred."

4. The following Form shall be inserted in Appendix K after Form 81A and shall stand as Form 82 :—

No. 82.

(Heading and title as in Form 1.)

Tried on day of 193 before the Hon. Mr. Justice with (without) a Jury at

Name of Associate.....

LIST OF EXHIBITS.

Number of Exhibit.	Description of Exhibit.	PARTY who put in the Exhibit.	WITNESS who proved the Exhibit.	NOTES.

5. These Rules may be cited as the Rules of the Supreme Court (No. 1) 1935, and the Rules of the Supreme Court, 1883,* shall have effect as amended by these Rules.

Dated the 31st day of May, 1935.

Sankey, C.	*Rigby Swift*, J.
Hewart, C.J.	*A. C. Clauson*, J.
Hanworth, M.R.	*T. J. O'Connor.*
F.B. Merriman, P.	*A. W. Cockburn.*
F. H. Maugham, L.J.	*C. H. Morton.*
A. A. Roche, J.	*Roger Gregory.*

* S.R. & O. Rev. 1904, XII, Supreme Court, E., pp. 54-117 (printed as amended to Dec. 31, 1903).

Parliamentary News.

Progress of Bills.

House of Lords.

Ascot District Gas and Electricity Bill.
Read First Time. [18th June.
Birmingham Corporation Bill.
Read Third Time. [17th June.
Defence (Barracks) Bill.
Read Third Time. [18th June.
Government of India Bill.
Read Second Time. [18th June.
Halifax Extension Bill.
Read Third Time. [17th June.
Ministry of Health Provisional Order Confirmation (Croydon) Bill.
Committed. [6th June.
Ministry of Health Provisional Order Confirmation (Eastbourne) Bill.
Committed. [6th June.
Ministry of Health Provisional Order Confirmation (Harrogate) Bill.
Committed. [6th June.
Ministry of Health Provisional Order Confirmation (Huntingdon) Bill.
Committed. [6th June.
Ministry of Health Provisional Order Confirmation (Metropolis Water) Bill.
Committed. [6th June.
Ministry of Health Provisional Order Confirmation (Morley) Bill.
Committed. [6th June.
Ministry of Health Provisional Order Confirmation (Ottershaw Joint Hospital District) Bill.
Committed. [6th June.
Newcastle-upon-Tyne Corporation (General Powers) Bill.
Read First Time. [6th June.
Portsmouth Corporation (Trolley Vehicles) Provisional Order Bill.
Committed. [6th June.
St. Bartholomew's Hospital Bill.
Read Second Time. [17th June.
Sheffield Corporation Tramways Provisional Order Bill.
Committed. [6th June.
South Shields Corporation Bill.
Committed. [6th June.
Superannuation Bill.
Read Second Time. [17th June.
University of Durham Bill.
Read Second Time. [17th June.
Weights and Measures Bill.
Read Second Time. [17th June.
Weymouth Melcombe Regis Corporation Bill.
Read Third Time. [17th June.

House of Commons.

Glasgow Corporation Sewage Order Confirmation Bill.
Read Third Time. [17th June.
Ipswich Corporation (Trolley Vehicles) Provisional Order Bill.
Read Second Time. [19th June.
Port of London Bill.
Read Second Time. [17th June.

Societies.

The Law Society.

The annual general meeting of the members of the Society will be held at the Society's Hall (Chancery-lane entrance), on Friday, 5th July, at 2 p.m. The following are the provisions of Bye-law 15 as to the business to be transacted at an annual general meeting, namely : "The business of an annual general meeting shall be the election of President, Vice-President, and members of Council, as directed by the Charter, and also the election of auditors ; the reception of the accounts submitted by the auditors for approval, the reception of the annual report of the Council, and the disposal of business introduced by the Council, and of any other matter which may consistently with the Charter and bye-laws be introduced at such meeting."

The following are the names of the candidates nominated to fill the twelve vacancies in the Council, and in the offices of President, Vice-President, and auditors :—

List of qualified members of the Society nominated as members of the Council to be elected at the annual general meeting on the 5th July: *Percy Dumville Botterell, C.B.E., *William Charles Crocker, M.C., *†Francis John Fallowfield Curtis, Eric Davies, B.A., LL.B., *†Hugh Matheson Foster, B.A., *Douglas Thornbury Garrett, B.A., *William Alan Gillett, *Henry Chicheley Haldane, B.A., *The Rt. Hon. Sir Dennis Henry Herbert, K.B.E., M.A., M.P., Edwin Savory Herbert, LL.B., *Randle Fynes Wilson Holme, B.A., Thomas William Wood Roberts, J.P., *†Col. William Mackenzie Smith, D.S.O., T.D., Fred Webster, B.A., LL.B.

List of qualified members proposed as President and Vice-President: As President—Sir Harry Goring Pritchard; As Vice-President—Hubert Arthur Dowson.

List of qualified persons proposed as auditors of the Society: John Stephens Chappelow, F.C.A., Noel Edgar Barraclough, Ronald Bruce McDonald.

* The candidates marked thus* are retiring members of the Council, who, being eligible, have been nominated for re-election.

† The candidates marked thus† are proposed in accordance with the scheme of nomination of the Associated Provincial Law Societies pursuant to the resolution on the Society relating to country vacancies, adopted on 5th July, 1907.

Solicitors' Benevolent Association.

The monthly meeting of the directors was held at No. 60, Carey-street, London, W.C.2, on the 5th June, with Mr. T. G. Cowan in the chair. The other directors present were Sir A. Norman Hill, Bart., Sir Edmund Cook, C.B.E., Mr. A. J. Cash (Derby), Mr. T. S. Curtis, Mr. G. C. Daw (Exeter), Mr. E. F. Dent, Mr. A. G. Gibson, Mr. G. Keith, Mr. C. W. Lee, J.P., Mr. C. G. May, Mr. A. R. Moon (Manchester), Mr. R. C. Nesbitt, Mr. H. F. Plant, Mr. E. Sant (Salisbury), Mr. H. White (Winchester) and the Secretary. The sum of £1,509 was distributed in grants to necessitous cases; fifteen new members were elected, and other general business was transacted.

The Medico-Legal Society.

SESSION 1934–35.

The annual general meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 27th June, at 8.15 p.m.

BUSINESS.

1. Election of Officers and Council for Session 1935-36.—The following nominations have been made by the Council in accordance with the rules of the Society to fill vacancies which have arisen—President: C. A. Mitchell, Esq., M.A., D.Sc. (Oxon), F.I.C., has been nominated as President in place of Sir Bernard Spilsbury; Vice-President: C. A. Mitchell, Esq., M.A., D.Sc. (Oxon), F.I.C., retires in rotation under the rules; Hon. Treasurer: Sir Walter Schröder, K.B.E.; Hon Editors of Transactions: Dr. Gerald Slot and Mr. Everard Dickson; Hon. Auditors: Mr. H. Bensley Wells and Col. C. T. Samman; Members of Council—The following retire by seniority under r. 7: Mr. C. Roche Lynch, Mr. W. Bentley Purchase and Dr. Letitia Fairfield. The following nominations have been made: Mr. Wilfrid D. Newcomb, M.A., M.B., B.Ch., Lt.-Col. F. J. C. Carter, C.B.E., and Mr. E. R. Bolton, F.I.C., F.C.S.; Hon. Secretaries: Ernest Goddard, M.A., and W. G. Barnard, M.R.C.P., M.R.C.S.

2. Report of the Hon. Secretaries presented to and adopted by the Council.

3. Report of the Hon. Treasurer and presentation of accounts.

An ordinary meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 27th June, at the conclusion of the annual general meeting, when a joint paper will be read by Everard Dickson, Esq., and Dr. Gerald Slot on "Questions of Drunkenness in the Courts," which will be followed by a discussion. Members may introduce guests to the meeting on production of the member's private card.

At a meeting of the Epsom and Ewell Urban District Council last Tuesday, it was decided that the clerk, in collaboration with the solicitors of the Epsom Grand Stand Association, should instruct the council's parliamentary agent to prepare a draft of the private Bill which it has been agreed to promote for the regulation and control of Epsom Downs and Walton Downs for consideration by the council, the Grand Stand Association, and other persons interested.

Legal Notes and News.

Honours and Appointments.

Mr. ELLIS R. DAVIES, Second Assistant Solicitor in the Town Clerk's Department, Manchester, has been appointed Assistant Clerk of the Peace and Assistant Solicitor to the Berkshire County Council. Mr. Davies was admitted a solicitor in 1929.

Mr. D. H. PRITCHARD, of Manchester, has been appointed Assistant Solicitor in the Town Clerk's Department of Wimbledon Corporation. Mr. Pritchard was admitted a solicitor in 1932.

Mr. ALFRED THOMAS ROACH, LL.B., has been elected Town Clerk of the City of London in succession to Sir James Bell. The election took place at a Court of Common Council over which the Lord Mayor presided. The five selected candidates were Mr. R. H. Jerman (Town Clerk of Wandsworth), Mr. Parker Morris (Town Clerk of Westminster), Mr. A. F. I. Pickford (the City Solicitor), Mr. A. T. Roach (Principal Assistant, Town Clerk's Office), and Mr. R. H. R. Tee (Town Clerk of Hackney). Mr. Roach was called to the Bar by Gray's Inn in 1928.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

Mr. F. H. Collier, a Barrister on the London and South Eastern Circuit, has been adopted prospective National Conservative candidate for West Bermondsey.

The next Quarter Sessions of the Peace for the Borough of Wolverhampton, will be held at the Sessions Court, Town Hall, North-street, Wolverhampton, on Friday, the 19th day of July, at 10 o'clock in the forenoon.

Viscount Hailsham was sworn in as Lord Chancellor before the Master of the Rolls, Lord Hanworth, on Tuesday. Viscount Hanworth, with Sir Boyd Merriman, President of the Probate, Divorce and Admiralty Division, and the Lords Justices of Appeal, were robed in gold and black. Sir Claude Schuster, the permanent secretary to the Lord Chancellor, administered the oath.

The Commissioner of Police for the City of London notifies that the Regulations which have been made by the Court of Mayor and Aldermen of the City of London, under the City of London (Street Traffic) Act, 1909, prescribing the line and route to be kept by vehicles in Jewin-street, Jewin-crescent, Well-street, and Hamsell-street, E.C., will be enforced as from Monday, 24th June.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness Part I.	GROUP I. MR. JUSTICE BENNETT. Witness Part II.
	Mr.	Mr.	Mr.	Mr.
June 24	Andrews	Blaker	*More	*Andrews
,, 25	Jones	More	*Ritchie	More
,, 26	Ritchie	Hicks Beach	*Andrews	*Ritchie
,, 27	Blaker	Andrews	*More	Andrews
,, 28	More	Jones	Ritchie	*More
,, 29	Hicks Beach	Ritchie	Andrews	Ritchie

DATE.	GROUP I. MR. JUSTICE CROSSMAN. Non-Witness	MR. JUSTICE CLAUSON Non-Witness	GROUP II. MR. JUSTICE LUXMOORE Witness Part II.	MR. JUSTICE FARWELL. Witness Part I.
	Mr.	Mr.	Mr.	Mr.
June 24	Ritchie	Hicks Beach	Blaker	*Jones
,, 25	Andrews	Blaker	*Jones	*Hicks Beach
,, 26	More	Jones	Hicks Beach	*Blaker
,, 27	Ritchie	Hicks Beach	*Blaker	Jones
,, 28	Andrews	Blaker	Jones	*Hicks Beach
,, 29	More	Jones	Hicks Beach	Blaker

*The Registrar will be in Chambers on these days and also on the days when the Court is not sitting.

TRINITY SITTINGS, 1935.

COURT OF APPEAL.

APPEAL COURT NO. I.

Tuesday, 18th June—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and, if necessary, Appeals from the Chancery Division (Final List).

Appeals from the Chancery Division (Final List) will be continued until further notice.

APPEAL COURT NO. II.

Tuesday, 18th June—Exparte Applications, Original Motions, Interlocutory Appeals from the King's Bench Division, and, if necessary, King's Bench Final Appeals.

King's Bench Final Appeals will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP I.

Before Mr. Justice EVE.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours*).

Mondays ....Companies (Winding up) Business.

Tuesdays ....
Wednesdays ..
Thursdays ....
Fridays ..... } The Witness List. Part I.

Before Mr. Justice BENNETT.

(The Witness List. Part II.)

Mr. Justice BENNETT will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice CROSSMAN.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses. Lancashire Business will be taken on Thursdays, the 27th June, 11th and 25th July.
Fridays .....Motions and Adjourned Summonses.

GROUP II.

Before Mr. Justice CLAUSON.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses.
Fridays .....Motions and Adjourned Summonses.

Before Mr. Justice LUXMOORE.

(The Witness List. Part II.)

Mr. Justice LUXMOORE will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice FARWELL.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours*).

Mondays ....Bankruptcy Business.

Tuesdays ....
Wednesdays ..
Thursdays ....
Fridays ..... } The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Mondays, the 1st and 22nd July.

Bankruptcy Motions will be taken on Mondays, the 24th June and 15th July.

A Divisional Court in Bankruptcy will sit on Monday, the 8th July.

THE COURT OF APPEAL.

A List of Appeals for hearing entered up to Saturday, 8th June, 1935.

FROM THE CHANCERY DIVISION.

(Final List.)

FOR JUDGMENT.

The Corporation of London v Lyons Son & Co (Fruit Brokers) Ltd

FOR HEARING.

Re Bowden Barnsdale v Bowden
Tarry v Chandler
Re Bullock-Webster The Royal Exchange Assurance v The Royal Trust Company of Canada
Re Nautilus Steam Shipping Co Ltd Re The Companies Act 1929
Re Ashton-on-Mersey Electric Lighting Order 1896 Altrincham Electric Supply Ltd v Sale Urban District Council
Re Randall Pearse v Power
Re Parsons Thompson v Parsons
Re J M Newton Vitreo-Colloid (1928) Ltd Re The Companies Act 1929
Re Same Re Same
The Cheapside Land Development Co Ltd v Leacock & Co Ltd
Desoutter v Ferguson
R.C.A. Photophone Ltd v Gaumont-British Picture Corporation Ltd
Re Gilmore Rooke v The Church Pastoral Aid Society
Re Skillicorne Bubb v Skillicorne
James Smith & Sons (Norwood) Ltd v Goodman
Stuart v Parochial Church Council of Haughley Parish (security ordered)
Re Carlyon Carlyon v Carlyon
Re Same Same v Same
Rhyl Amusements Ltd v Taylor
Wath-upon-Dearne Urban District Council v John Brown & Co Ltd
Houndsditch Warehouse Co Ltd v Houndsditch Wholesale Furniture Co Ltd
Nicholls v Ely Beet Sugar Factory Ltd
Shipley Urban District Council v Bradford Corporation
Re George Dobie & Son Ltd's Regd Trade Mark No. 291949 Re Trade Marks Acts 1905/19

(In Bankruptcy.)

Re a Debtor (No. 991 of 1934) Exparte the Debtor v The Petitioning Creditor and the Official Receiver
Re a Debtor (No. 197 of 1935) Exparte the Debtor v The Petitioning Creditor and the Official Receiver

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

Re Horne Oliver v Horne

FROM THE COUNTY PALATINE COURT OF LANCASTER

(Final List)

Williams Deacon's Bank Ltd v Metcalfe
Same v Same
Re Marston Marston v M R S Ltd
Re Partington Olive and Partington Ltd v Corbett
Re same Same v Same
Cohen v Donegal Tweed Co Ltd

(Interlocutory List)

Re a Solicitor Re the Solicitors Act 1932

FROM THE PROBATE AND DIVORCE DIVISION

(Final List)

Divorce Crawley v Crawley
Divorce Same v Same
Divorce Upward v Upward

FROM THE KING'S BENCH DIVISION

(Final and New Trial List)

FOR JUDGMENT

Re The Arbitration Act 1889 The Lenson Shipping Co Ltd

FOR HEARING

Peterborough Trust Ltd v Steel Industries of Great Britain Ltd
H M Postmaster-General v Birmingham Corporation (s.o. for Attorney-General)
Re The Housing Acts 1925 and 1930 Offer v The Minister of Health (s.o. for Solicitor-General)
The Lindsey Finance Co Ltd v Smith Cooke Son and Co Ltd
Pike v Villiers (pt hd, s.o. to June 19)
Maris v The London Assurance (s.o. for House of Lords)
Ruddock v Woodhouse Hambly & Co (a firm)
Plumb v Rae
Brice v Poplar Corporation
Wynne-Jones v Butler
Re The Agricultural Holdings Act 1923 Hassall (Tenant) v Cholmondeley (Landlord)
Rose v Ford
Same v Same
Woodger v Buckeridge & Braune (a firm)
Spence v Turney Brothers Ltd
Drake v Lawrence
Smith v Colman
The British Oil and Cake Mills Ltd v The Moor Line Ltd
Graham v Odhams Press Ltd
Stenning v Same
Shilton v Standing Joint Committee of Leicestershire Quarter Sessions
Lloyd v Weatherell
O'Connell v Foyle
Nicholson v Inverforth
Randall v London Passenger Transport Board
McGinty v Waller & Sons (a firm)
Norman v H & G (Tower Bridge) Ltd
Davies v Rome
Creswell v Duveen
Halesowen Tube Co Ltd v Smith
Re The Arbitration Act 1889 P Danneberg of Riga v White Sea Timber Trust Ltd of Paris
Fender v Mildmay
Sainthouse v Vernon & Co (a firm)
Wraight v Walsh Bartram & Walsh (a firm)
Miller v Wright
Alexander v Rayson
Gray v J H & G E Halsey (a firm)
Halifax Building Society v Houghton
Churchill & Sim v Goddard
Anglo-French Bag Co Ltd v Merchant Trading Co Ltd
Kelly v Killner
McLeod v Warren & Warren (a firm)

(Interlocutory List)

Quigly v Humphreys Ltd
Joseph Wiles & Son Ltd v Wheat Commission

(Revenue Paper—Final List.)

Commssioners of Inland Revenue v Barnato
McKenna (H.M. Inspector of Taxes) v Eaton-Turner
Edwards (H.M. Inspector of Taxes) v Roberts
John Cronk & Sons Ltd v Harrison (H.M. Inspector of Taxes)
Fenton's Trustee v The Commissioners of Inland Revenue
Dewar v The Commissioners of Inland Revenue
Kelly (H.M. Inspector of Taxes) v. Wilmer's Trustee
Attorney-General v Burrell
Carnarvon Estates Co v The Commissioners of Inland Revenue
Commissioners of Inland Revenue v Crawshay
Hall (H.M. Inspector of Taxes) v Marians
Same v Same
Fleetwood-Hesketh v Commissioners of Inland Revenue

FROM COUNTY COURTS.

Miller v Murray
The Ebbw Vale Steel, Iron and Coal Co Ltd v Tew
Same v Richards
Same v Lewis
Panayi v Christopher
Emery v Elliott
Joseph v East Ham Corporation
Re James Turner & Co (Manchester) Ltd Re The Companies Act 1929
Re Same Re Same
Watson v Savill
Magnet Advertising Co Ltd v F Turrell & Sons (a firm)
Gaffikin v Shone
Wingate v Chisholms Ltd
Hoare v Gooding
British Magnesite Flooring Co Ltd v Elboz
Lambert v Hall
Dickens v London Passenger Transport Board
Askew v Charnaux Patent Corset Co Ltd
Sylvester v G B Chapman Ltd
Jones v Lamond
Robinson v Butt
Hollander v Banks
Monro v Fine Arts Publishing Co Ltd
Harrison v O'Brien
Hamilton Young & Son (a firm) v Kraus
Selborne & Co. Ltd v Peel
Jones v Bennett
Holgate v Element
Hill Top Mill Co Ltd v Sismanoglou

RE THE WORKMEN'S COMPENSATION ACTS.

Leary v Owners of Ship "Deptford"
Matthews v Victoria Spinning Co (Rochdale) Ltd
Jones v Crumlin Valley Collieries Ltd
The Ebbw Vale Steel, Iron and Coal Co Ltd v Williams
Vranch v Tredegar (Southern) Collieries Ltd
Williams v Tredegar Iron and Coal Co Ltd
Layton v London and North Eastern Railway Co
Taylor v Wood
Churchward v Lancasters Steam Coal Collieries Ltd
Lomas v Park Hall Colliery Co Ltd
Richards v Goskar (as Receiver and Manager of Dulais Anthracite Collieries Ltd)
Garnett v Enoch Rhodes & Son

FROM THE ADMIRALTY DIVISION.
(Final List.)
With Nautical Assessors.
"Corton" 1934 Folio 223 Owners of s.s. "Lady Wolseley" v Owners of s.s. "Corton"
Standing in the "ABATED" List.
FROM THE CHANCERY DIVISION.
(Final List.)
Lester v Gough (Abated, Jan 3, 1935)
J Lesquendieu Ltd v Lesquendieu (s.o.g. May 27, 1935)

FROM THE PROBATE AND DIVORCE DIVISION.
(Interlocutory List.)
Divorce Wells v Wells (s.o.g April 8, 1935)
FROM THE KING'S BENCH DIVISION.
(Final List.)
Clark v Mayhew (Abated June 11, 1934)
Re Crichton, an Infant (s.o.g. April 2, 1935)
The Dunn Trust Ltd v Feetham (s.o.g. May 23, 1935)
FROM COUNTY COURTS.
Whiteman Smith Motor Co Ltd v Chaplin (s.o.g. March 19, 1935)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed* 10 *hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP I.—Mr. Justice EVE, Mr. Justice BENNETT and Mr. Justice CROSSMAN.

GROUP II.—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

The Witness List Part I will be taken by Mr. Justice EVE and Mr. Justice FARWELL.

The Witness List Part II will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice CROSSMAN.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice CLAUSON.

Companies (Winding up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Trinity Sittings Paper.

Set down June 8th, 1935.
Mr. Justice EVE and
Mr. Justice FARWELL.
Witness List Part I.
Actions, the trial of which cannot reasonably be expected to exceed 10 *hours.*
Before Mr. Justice EVE.
Retained Actions.
Witness List. Part II.
Plaza (Worthing) Ltd v Rowlands Estates Ltd (not before 14 days after trial of K.B. action)
Archie Parnell and Alfred Zeitlen Ltd v Theatre Royal (Drury Lane) Ltd (fixed for June 18)
Same v Same (Cochran, 3rd party) (3rd party proceedings) (fixed for June 18)
Witness List. Part I.
Mabie Todd & Co Ltd v Goodys Original Koshes Restaurants Ltd (fixed for June 19)
Companies Court.
Petitions.
Alliance Bank of Simla Ltd (to wind up—ordered on Dec 21, 1931, to s.o. generally—liberty to restore)
Britivox Ltd (same—ordered on Nov 16, 1931, to s.o. until action disposed of—liberty to restore)
London Clinic and Nursing Home Ltd (same—ordered on May 8, 1933, to s.o.g.—liberty to apply to restore)
Mitcham Creameries Ltd (same—ordered on Oct 15, 1934, to s.o.g.—liberty to apply to restore after action disposed of)
Spanish Main Exploration Ltd (same—s.o. from Mar 11, 1935, to June 24, 1935)
Jameson Engine Co (U. K.) Ltd (same—s.o. from May 22, 1935, to June 24, 1935)
Beverley Works Ltd (same—s.o, from June 4, 1935, to July 1, 1935)
Lena Goldfields Ltd (same—s.o. from May 27, 1935, to June 24, 1935, to come on with Scheme of Arrangement)
Derby Weaving Co Ltd (same—s.o. from May 27, 1935, to June 24, 1935)
F H Hayward-Latona Engineering Co Ltd (same—s.o. from May 27, 1935, to June 24, 1935)
June Ltd (same—s.o. from May 27, 1935, to June 24, 1935)
Marks Picture Corporation Ltd (same—s.o. from May 28, 1935, to July 1, 1935)
Bracklesham Bay Estates Ltd (same—s.o. from June 4, 1935, to June 24, 1935)
Delite Ltd (same—s.o. from June 4, 1935, to June 24, 1935)
J Guttridge & Sons Ltd (same—s.o. from June 4, 1935, to June 24, 1935)
Michael Whitaker (Newcastle) Ltd (same—s.o. from June 4, 1935, to June 24, 1935)
Brown Thomas & John Ltd. (same—s.o. from June 4, 1935, to June 24, 1935)
Lewis Day & Co Ltd (same—s.o. from June 4, 1935, to June 24, 1935)
British Fascists Ltd (same)
J Franklin & Son Ltd (same)
L Megret & Co Ltd (same)
United Service Bureau Ltd (same)
Levinger Ltd (same)
Elastic Industries Ltd (same)
Anti-Vibration Electric Lamp Co Ltd (same)
South Western Tobacco Co Ltd (same)
Cope Auto Co Ltd (same)
Holloway Outfitters Ltd (same)
Quinton Property Trust Ltd (same)
Welan Building Co Ltd (same)
Beeches Building Co Ltd (same)
Counsellors Ltd (same)
Industrial Builders (London) Ltd (same)
Smith Bones & Co Ltd (same)
J Franklin & Son Ltd (same)
Siberian Fur and Flax Co Ltd (same)
Fitdog Foods Ltd (same)
Reliable Warehouse Co Ltd (same)
Loraine Estates Ltd (same)
British East African Coffee Co Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (to confirm reduction of capital—ordered on Dec 8, 1930, to s.o.g.—liberty to restore)
Charles Brown & Co Ltd (to confirm reduction of capital)
Strange the Printer Ltd (same)
Osbeck & Co Ltd (same)
Gear Grinding Co Ltd (same)
Kafue Copper Development Co Ltd (to confirm reduction of capital—ordered on April 15, 1935, to s.o.g.—liberty to apply to restore)
Shirtliff Smith & Co Ltd (to confirm reduction of capital)
Herbert Clarke Ltd (same)
English Motor Agencies Ltd (to confirm reduction of capital—ordered on April 1, 1935, to s.o.g.—liberty to apply to restore)
George Angus & Co Ltd (to confirm reduction of capital)
Broadhead and Graves Ltd (same)
Wiggins & Co (Hammersmith) Ltd (same)
Holland and Holland Ltd (same)
Kershaw and Abell Ltd (same)
Taylor and Lodge Ltd (same)
Imperial Chemical Industries Ltd (same)
Chappell & Co Ltd (same)
George Crossley Ltd (same)
Edgar Vaughan & Co Ltd (same)
London Necropolis Co (same)
Brace Windle Blyth & Co Ltd (same)
Maratti High Speed Circular Knitting Machines Ltd (same)
Craven Lime Co Ltd (same)
Branston Artificial Silk Co Ltd (same)
Rangoon Para Rubber Estates Ltd (same)
Antwerp Coal Co (London) Ltd (same)
Langkat Sumatra Rubber Co Ltd (same)
Rubber and Tropical Trust Ltd (same)
British Motor Trust Co Ltd (same)
Apperly Bidlake & Co Ltd (same)
H J Skelton & Co Ltd (same)
Venezuelan Oil Concessions Ltd (same)
William Elliott & Sons Ltd (same)
Rawden Briggs & Co Ltd (same)
Pneulec Ltd (same)
Savoy Taylors' Guild Ltd (same)
Gresham Street Warehouse Co Ltd (to confirm alteration of objects)
Society of Certificated Teachers of Pitmans Shorthand and other Commercial Subjects Ltd (same)
Cremation Society (same)
Telegraph Construction and Maintenance Co Ltd (same)
London Tavern and Property Co Ltd (same)
Dorricotts Ltd (to sanction scheme of arrangement)
Middlesex Banking Co Ltd (same)
General Theatre Corporation Ltd (to sanction scheme of arrangement and confirm reduction of capital)
Pressed Steel Co of Gt Britain Ltd (same)
Ruston & Hornsby Ltd (same)
Colchester Brewing Co Ltd (s. 155)
Queen's Club Gardens Estates Ltd (s. 155)
Western Mansions Ltd (s. 155)
Metallic Seamless Tube Co Ltd (s. 155)
Chesterfield Tube Co Ltd (s. 155)
British Italian Banking Corporation Ltd (s. 155)
E W Rudd Ltd (to confirm reorganisation of capital)
Motions.
Trent Mining Co Ltd (ordered on July 31, 1931 to s.o. generally—liberty to restore)
Kings Cross Land Co Ltd (ordered on June 26, 1934 to s.o. generally—liberty to apply to restore)
Flactophone Wireless Ltd (ordered on July 10, 1934 to s.o. generally)
Sunshine Remedies Ltd
Adjourned Summonses.
Orchorsol Sound Reproduction Ltd (Application of T Froude—with witnesses—ordered on Nov 11, 1932 to s.o. generally)
Marina Theatre Ltd (Application of F H Cooper—with witnesses—ordered on May 10, 1933 to s.o. generally—liberty to apply to restore)
W Smith (Antiques) Ltd (Application of Liquidator—with witnesses—ordered on Dec 8, 1932 to s.o. generally)
Essex Radio Supplies Ltd (Application of Official Receiver and Liquidator—with witnesses—ordered on Oct 31, 1934 to s.o. generally)
Pictos Ltd (Application of Liquidator—with witnesses—ordered on

Mar 29, 1935 to s.o. generally —liberty to apply to restore)
Aynek Syndicate Ltd (Application of Liquidator)
Bulloch Brothers & Co Ltd (Application of Liquidator)
T & R W Bower (Illingworth) Carbonisation Co Ltd (Application of Illingworth Carbonization Co Ltd)
Finsbury and South Place Securities Co Ltd (Application of C Allerton—with witnesses)
Imperial Ottoman Docks Arsenals and Naval Constructions Co (Application of R Hirzel)

CHANCERY DIVISION.

Before Mr. Justice FARWELL.

Retained Adjourned Summonses.

Re Henderson Public Trustee v Bruce (adjourned summons—pt hd)
Re Hill Mander v Rix-Hill (adjourned summons—pt hd)
Re Letheren Public Trustee v Letheren (adjourned summons—pt hd)

Witness List. Part II.

Re Thomas Buchanan v Buckland
Accessory Food Factors Ltd v Witherington (pt hd, to be mentioned July 2)

Mr. Justice EVE and Mr. Justice FARWELL.

Witness List. Part I.

Graham v Pemberton (s.o. to amend Pleadings)
Merritt v Merritt & Thatcher Ltd (s.o. for King's Bench action)
Burn v Samson
Cooper v Peacock
Dougal v Merridew (pt hd)
Westminster Bank Ltd v Haase
Odhams Press Ltd v London and Provincial Sporting News Agency (1929) Ltd
Re Butler Fenton-Jones v Butler (with witnesses)
Kent County Council v Kilpatrick
Porter v Porter
Uttley v Alfred J Hooper & Co (a firm)
Howard v Bird
Lawrence v Swales-Johnson
Green v Brogan
Plumbley v Johnson
Fidler v Ferris
Lepley v O'Connor
May v May
Bastow v Sendell
Ash v Hutchinson & Co
North v Whitehead
Mansford v Shawyer
Sanderson v Lamb
Arnott v Edwards
Glass Artpanels Ltd v North Mexico Land and Timber Co Ltd
Engel v Leslie Hobbs Ltd
Cooper v Friedlander
Cousins v The Motor Petrol Assn Ltd
Horwitz v Jackson
Re Herrick, an Infant Re Guardianship of Infants Acts (with witnesses) (in camera)
Burrows v Pettit
Griffiths v Bassett
The Clock Ltd v The Clock House Hotel Ltd
Cogger v Chavasse

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice CLAUSON.

Retained Matters.

Witness List. Part I.

Green v Amalgamated Engineering Union (pt hd)
Anglo-French Securities Corpn Ltd v M. E. Oil Syndicate Ltd (to be mentioned June 19)

Adjourned Summons.

Re National Flying Services Ltd Cousins v The Company (fixed for June 18)

Short Cause.

Michael v Oates (pt hd) (s.o. to trial of action)

Procedure Summons.

I C R Morley v T H Downing & Co Ltd

Before Mr. Justice CROSSMAN.

Assigned Matters.

Re Guardianship of Infants Acts 1886 to 1925 O'Connor v O'Connor (pt hd)
Re Same Norman v Norman (pt hd)

Retained Matters.

In Camera.

Re Demarest, Infants (June 18 at 3 o'clock)

Witness List. Part I.

Jennings v Stephens (pt hd) (fixed for June 19)

Procedure Summons.

Re Jenkins Jenkins v Spencer (pt hd) (s.o. to June 25)

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Adjourned Summonses and Non-Witness List.

Otomatic Supply Co Ltd v Rolfs (to come on with action)
Re De Trafford's Trusts Bretherton v De Trafford
Re Horlick Horlick v Horlick
Re Wells Conveyance Fielden v Lord
Re Noyes Trusts Garman v Claughton
Re Lucas Wood v Lucas
Re Fisher Fisher v Owen
Re Meller Lowe v Fishburn
Re Williams Williams v Williams
Freehold Estates Development Co Ltd v Mellor
Re Hill Hornibrook v Knowles
Re Foster Sands v Foster
Re Sells Barclays Bank Ltd v Lord
Re Steinkopff Schilling v Dr. Barnardo's Homes
Re Rollason Marcussen v Attorney-General
Re Webb Webb v Kite
Re Orlebar Orlebar v Orlebar
Re Prince Hardman v Willis
Re British & Colonial Chemical Co Ltd Re Companies Act 1929
Incorp. Assn. of Architects and Surveyors v Architects Registration Council of the United Kingdom
Re Goodban Worthington v Goodban
Re Barrington Wrottesley v. Barrington
Re Tubbs Lamb v Rollo
Re Huntrod's Application No. 544,230 Re Trade Marks Acts 1905-1919
Re Lawrence Touche v Glyn Mills & Co
Re Henderson Barrington v Faringdon
Re Cunard Fisher v Harcourt
Re Bennett Pulker v Bennett
Re Vivian Seaton v Douglas
Re Stubbs Rodwell v Hewitt
Re Benson Lloyds Bank Ltd v Taylor
Re Sandiford Italo-Canadian Corpn Ltd v Sandiford
Re Worsley Tindall-Carill-Worsley v Tunnicliffe
Re Hamilton Kincardine v Grant
Re Castle Rowcliffe v Castle
Re Eames Price v Kempsall
Re Day Whately & Co Re Taxation of Costs
Re Freeman Tingle v Freeman
Re Clark Stable v Clark
Re Fitzgerald Norman v Dwight
Re Same Same v Same
Re Same Same v Same

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Witness List. Part II.

Before Mr. Justice LUXMOORE.

Retained Matters.

Witness List. Part I.

Shaw v Paragon (pt hd, s.o. for settlement)

Non-Witness List.

Watson Taylor v Watson Taylor

Further Consideration.

Re Mintoft Mintoft v Chapman (pt hd)

Assigned Matters.

Re Patents and Designs Acts, 1907–32 Re E K Cole Ltd Letters Patent No. 259,664
Re Tribe's Patent Re Patents and Designs Acts, 1907–32 (not before June 30)

Before Mr. Justice BENNETT.

Retained Matter.

Re Tubbs Settlement Lamb v Rollo (pt hd, s.o. to July 19)

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Witness List. Part II.

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Smith v Martley Rural District Council
Martley Rural District Council v Kington
British Acoustic Films Ltd v R C A Photophone Ltd (not before June 24)
Same v Nettlefold Productions (a firm) (not before June 26)
Madlener v Helbert Wagg & Co Ltd (s.o. for security)
Newton Chambers & Co Ltd v Neptune Waterproof Paper Co Ltd
Re F George King Ltd Re Companies Act, 1929
Sides v Carters Knottingley Brewery Co Ltd (not before June 25)
Royal Society for the Protection of Birds v Andrews (not before July 31)
Hearts of Oak Assurance Co Ltd v James Flower & Sons (a firm)
Re Kestos Ltd Regd Design No. 725,716 Re Patents and Designs Acts, 1907–1932 (restored)
Kestos Ltd v Kempat Ltd (restored)
Re Hackney Furnishing Co Ltd Re Companies Act, 1929 (not before June 27)
Higson v Czarnikow & Co (a firm)
Hammond v Charles
Mortimer Estates Ltd v F W Woolworth & Co Ltd (not before June 24)
Scott v Scott
Crook v City Motor Omnibus Co Ltd
Martineau v Higgs & Hill Ltd (not before July 2)
Smith v Sturtevant Engineering Co Ltd (s.o. for amendment)
Clayden v J R Pearson (Birmingham) Ltd
Duffing v Bragg
Fordham v Rogers & Cook Ltd (not before July 1)
Hodges v Jones (pt hd, s.o. to June 18)
Duveck v Cohen (not before July 20)
Same v Luddy (not before July 20)
Elderton v Spanner Thimble Tube Boilers Ltd
Berman v Nicholls
Ecclestone v Blair (not before June 25)
Causby v Purtill
R W Crabtree & Sons Ltd v R Hoe & Co Ltd
Chester v The British Brick and Tile Corpn Ltd
Poznanski v London Film Productions Ltd
Santon Ltd v Electric Fires Ltd
Cowdray v Grosvenor House (Park Lane) Ltd
Levinger v The Licenses and General Insce Co Ltd
Hope v Hope
Marco v County of London Electric Supply Co Ltd
Higson v Czarnikow & Co
Stephens v Ashburton U D C
Aktiebolaget Siefvert and Fornander v Gosta Rosen
Stephens v Poole Borough Council
Parratt v Parratt

KING'S BENCH DIVISION.

CROWN PAPER—For Argument.

Waller v Architects Registration Council of the United Kingdom
Sowter v Steel Barrell Co Ltd
The King v Special Commrs of Income Tax
Townley Mill Co 1919 Ltd v Assessment Committee for Oldham
Derbyshire County Council v Middlesex County Council
L C C v Berkshire County Council
Norris & Co (Builders) Ltd v Surrey County Council
Vann v Eatough
Hornchurch U D C v Standen
Westminster City Council v Regent Premier Sites Ltd
Huggett v Shoreham Shipping and Coal Co Ltd
L P T Board v Sumner
Bees v Howcroft
Bees v Edwards
Stone v Horton
Jutson v Barron
Duncan v Jones
Kaye v Ealing Corporation
Adams v Baldwin
Marshall v Holmes
The King v Swansea Corporation (Exparte Hughes)
Smith v Hall
Robey v Vladinier
Lister v Warne
Lister v Abson
Brown v Thorley

Evans v Southdown Motor Services Ltd
Price v Perry
Jones v Surbiton U D C
County Council of the Administrative County of Nottingham v County Council of the Administrative County of Middlesex
The King v J Powers, Esq and ors, Jjs for Leicester (Exparte Walker)
H Cox & Sons Ltd v Sidery
Myers v Walker
Barker v Huddlestone
Ashby v Hancock
Owner of S.S. "Tilly" L M Russ v White Sea Timber Trust
de Keyser v Harris
de Keyser v British Railway Traffic and Electric Co Ltd
The King v Thomas William Trought and Dame Ethel Shakespeare, Jjs for the City of Birmingham (Exparte Burnett)
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James v Cloke
Fairbrother v Daek
Stevenson v Fulton
Meredith v Jones
Matchus v Matchus
Weeks v The Dental Board of the United Kingdom and anr
Ankers v Bartlett
Cook v Alfred Plumpton Ltd
Cook v James Henderson
Bevan v Philpott
Fillingham and ors v Hall
Doig v Daley
The King v G W Eustace Esq and ors, Jjs for Sussex (Exparte Bowker)
B.U.F. Trust Ltd v Dunster
Focke & Co Ltd v Thomas Robinson Sons & Co Ltd and ors

CIVIL PAPER—For Hearing.

Fried Krupp Aktiengesellschaft v Orconera Iron Ore Co Ltd
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In the Matter of Roberts Seyd Jackman & Falck v Howard A Laurance and Co
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Brooke v County Fire Office Ltd
Morgenstern v The Jewish Post (1934) Ltd and anr
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MOTIONS FOR JUDGMENT.

Nikolas Ltd v Todd
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Locker & Woolf Ltd v Western Australian Insurance Co Ltd
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APPEALS UNDER THE HOUSING ACTS, 1925 AND 1930.

Birmingham Housing Compulsory Order 1934 (Application of S Hutton)
Nottingham (St. James St. No. 3B) Compulsory Purchase Order 1934 (Application of J. Marriott)
Nottingham (Montford St. Area) Clearance Order 1934 (Application of A E Joyce)
Nottingham (Sneinton Area No. 6) Clearance Order 1934 (Application of A E Joyce)
Nottingham (Montford Street Area) Clearance Order 1934 (Application of A. Whitworth
London County Council (Nigel Buildings, Camberwell) Clearance Act 1934 (Application of H. Himmelschein and P. Brunner)
Easington Rural (Ponting Street, etc, No. 13) Housing Confirmation Order 1934 (Appeal of William Wilson Carr)

REVENUE PAPER—Cases Stated.

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Sir James B Henderson and B Archer (H.M. Inspector of Taxes)
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Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 27th June, 1935.

	Div. Months.	Middle Price 19 June 1935.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	116	3 9 0	2 19 10
Consols 2½%	JAJO	85½xd	2 18 6	—
War Loan 3½% 1952 or after	JD	106	3 6 0	3 0 11
Funding 4% Loan 1960-90	MN	117¾	3 7 11	2 19 7
Funding 3% Loan 1959-69	AO	103½	2 18 0	2 16 0
Victory 4% Loan Av. life 25 years	MS	115¾	3 9 1	3 1 9
Conversion 5% Loan 1944-64	MN	122	4 2 0	2 1 6
Conversion 4½% Loan 1940-44	JJ	112	4 0 4	2 2 10
Conversion 3½% Loan 1961 or after	AO	108	3 4 10	3 0 11
Conversion 3% Loan 1948-53	MS	105	2 17 2	2 10 10
Conversion 2½% Loan 1944-49	AO	102	2 9 0	2 5 0
Local Loans 3% Stock 1912 or after	JAJO	96xd	3 2 6	—
Bank Stock	AO	366½	3 5 6	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	88½xd	3 2 2	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96xd	3 2 6	—
India 4½% 1950-55	MN	113	3 19 8	—
India 3½% 1931 or after	JAJO	97½xd	3 11 10	—
India 3% 1948 or after	JAJO	85xd	3 10 7	—
Sudan 4½% 1939-73 Av. life 27 years	FA	120	3 15 0	3 7 3
Sudan 4% 1974 Red. in part after 1950	MN	114	3 10 2	2 16 9
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 16 5
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	111xd	4 1 1	2 12 6
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	107xd	3 14 9	3 10 2
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	102	3 13 6	3 11 1
Canada 4% 1953-58	MS	112	3 11 5	3 2 4
*Natal 3% 1929-49	JJ	100xd	3 0 0	3 0 0
*New South Wales 3½% 1930-50	JJ	100xd	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 9
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	100xd	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 10
*Victoria 3½% 1929-49	AO	100	3 10 0	3 10 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96xd	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	106	3 6 0	3 1 3
Leeds 3% 1927 or after	JJ	95xd	3 3 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107xd	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	84	2 19 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	95½	3 2 10	—
Manchester 3% 1941 or after	FA	97	3 1 10	—
*Metropolitan Consd. 2½% 1920-49	MJSD	101	2 9 6	—
Metropolitan Water Board 3% "A" 1963-2003	AO	100	3 0 0	3 0 0
Do. do. 3% "B" 1934-2003	MS	99½	3 0 4	3 0 4
Do. do. 3% "E" 1953-73	JJ	101xd	2 19 5	2 18 7
Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 18 10
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 2 11
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	106½xd	3 5 9	3 3 7
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	116	3 9 0	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	137½	3 12 9	—
Gt. Western Rly. 5% Rent Charge	FA	135½	3 13 10	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	132½	3 15 6	—
Gt. Western Rly. 5% Preference	MA	119½	4 3 8	—
Southern Rly. 4% Debenture	JJ	113xd	3 10 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	111xd	3 12 1	3 7 6
Southern Rly. 5% Guaranteed	MA	131½	3 16 1	—
Southern Rly. 5% Preference	MA	120	4 3 4	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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